

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 NuVox Communications)
of Ohio, Inc. to Detariff Certain Tier 2 Services.)

TRF Docket No. 90-9095-TP-TRF

Case No. .08 - 459 -TP - ATA

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) NuVox Communications of Ohio, Inc.

DBA(s) of Registrant(s) _____

Address of Registrant(s) 12400 Olive Blvd, Suite 430, St. Louis, MO 63141

Company Web Address http://www.nuvox.com

Regulatory Contact Person(s) Abby Sydlow

Phone (636) 537-5730

Fax (636) 733-5730

Regulatory Contact Person's Email Address asydlow@nuvox.com

Contact Person for Annual Report Jennifer Plante

Phone (864) 672-5435

Address (if different from above) 2 N. Main Street, Greenville, SC 29601

Consumer Contact Information Al Cannon

Phone (864) 672-5952

Address (if different from above) 2 N. Main Street, Greenville, SC 29601

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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input 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"> citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
<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.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Thomas J. O'Brien, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

Executed on (Date) April 4, 2008

at (Location) Columbus, Ohio


Thomas J. O'Brien, Outside Legal Counsel

(Date) April 4, 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.*

VERIFICATION

I, Thomas J. O'Brien I 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.


*(Signature and Title) Thomas J. O'Brien, Outside Legal Counsel

(Date) April 4, 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.

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

Superseded Tariff Pages

Attached is a copy of the current tariff pages of NuVox Communications of Ohio, Inc.'s
P.U.C.O. Tariff No 3.

INTEREXCHANGE SERVICES
OF
NUVOX COMMUNICATIONS OF OHIO, INC.

NuVox Communications agrees to abide by all of the regulations promulgated in the Minimum Telephone Services Standards (Ohio Administrative Code).

ISSUED: February 28, 2001

EFFECTIVE: March 31, 2001

By: Jerry Howe, President and Chief Operating Officer
16090 Swingley Ridge Road, Suite 500
Chesterfield, MO 63017

Reserved for Future Use

(RT)

(RT)

ISSUED: April 30, 2001

EFFECTIVE: May 31, 2001

By: G. Michael Cassity, President and Chief Operating Officer
16090 Swingley Ridge Road, Suite 500
Chesterfield, MO 63017

TABLE OF CONTENTS

	<u>SHEET</u>
CHECK SHEET	1
TABLE OF CONTENTS	2
EXPLANATION OF SYMBOLS	3
APPLICATION OF TARIFF	4
 <u>SECTION</u>	 <u>PAGE</u>
1 DEFINITIONS	1.1
2 RULES AND REGULATIONS	2.1
2.1 Undertaking of the Company	2.2
2.2 Prohibited Uses	2.15
2.3 Obligations of the Customer	2.16
2.4 Customer Equipment and Channels	2.19
2.5 Payment Arrangements	2.22
2.6 Allowances for Interruptions in Service	2.30
2.7 Cancellation of Service	2.32
2.8 Transfers and Assignments	2.33
2.9 Notices and Communications	2.34
3 TOLL SERVICE	3.1
3.1 Description	3.2
3.2 Timing of Messages	3.3
3.3 Rates	3.4
4 OPERATOR SERVICES	4.1
4.1 Directory Assistance	4.2
4.2 Operator Assistance	4.4
4.3 Additional Operator Services Requirements	4.6
5 MISCELLANEOUS SERVICES	5.1
5.1 Presubscription	5.2
5.2 Temporary Promotional Programs	5.2
 PRICE LIST	 Pages 1 - 4

EXPLANATION OF SYMBOLS, REFERENCES MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED
IN THIS TARIFF

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

- (AT) - means addition to text.
- (C) - means a correction.
- (CP) - means to change in practice.
- (CR) - means a change in rate.
- (CT) - means change in text.
- (DR) - means discontinued rate.
- (FC) - means a change in format lettering or numbering.
- (MT) - means moved text.
- (NR) - means new rate.
- (RT) - means removal of text.

ISSUED: March 22, 2000

EFFECTIVE: March 30, 2000

By: Jerry Howe, President and Chief Operating Officer
16090 Swingley Ridge Road, Suite 500
Chesterfield, MO 63017

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Gabriel Communications of Ohio, Inc., hereinafter referred to as the "Company", to Customers within the local exchange service area defined in PUCO Tariff No. 1. The Company is certified to provide service pursuant to the Public Utilities Commission of Ohio's decision in Docket Number 99-1413-TP-ACE. Rates, terms and conditions applicable to the provision of local exchange service, including directory assistance, operator services and miscellaneous services, are contained in the Company's PUCO Tariff No. 1. Rates, terms and conditions applicable to the provision of intrastate dedicated services and intrastate switched access services are contained in the Company's PUCO Tariff No. 2.

ISSUED: March 22, 2000

EFFECTIVE: March 30, 2000

By: Jerry Howe, President and Chief Operating Officer
16090 Swingley Ridge Road, Suite 500
Chesterfield, MO 63017

DEFINITIONS

1.1 Terms used generally throughout this tariff are defined below:

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Auto Redial: A customer can activate this feature when a busy signal is encountered at the called end. The Company's equipment will dial the called party for up to 30 minutes in an attempt to establish the call. When the called number is free, the caller will be signaled via distinctive ring to pick up the handset for completion.

Bit: The smallest unit of information in the binary system of notation.

Call Forward Busy: Automatically routes incoming calls to a pre-designated answering point when the called line is busy.

Call Forward Don't Answer: Automatically routes incoming calls to a pre-designated answering point when the called line is not answered after a preset number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point selected by the subscriber, regardless of whether the user's station is idle or busy. The subscriber may change the designated answering point using the telephone keypad.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes On Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Return: When the customer activates this feature, the Company's equipment will automatically redial the customer's last incoming call for up to 30 minutes. The customer will be signaled via a distinctive ring to pick up the handset if the call can be completed. When a customer utilizes either per call or per line blocking on a call, the recipient of that call should be unable to return that call via Call Return.

Call Transfer Disconnect: Allows the subscriber to transfer a call to a third party and then hang up, leaving the other two parties connected. The subscriber's line is then free to make and receive calls.

DEFINITIONS

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and being rung back by the caller.

Caller ID Name and Number Delivery: Displays the name (where technically available) and 10-digit number of the calling party before the call is answered. Specialized answering equipment is required to display the calling party information. The calling party may block the display of their number by dialing a code prior to placing the call.

Caller ID Blocking: Blocks the delivery of the number to the called party on a per call basis.

Calling Number Delivery: Allows customers subscribing to Digital Business Trunks to receive the originating caller's working telephone number (where technically available).

Cancel Call Waiting: Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Company: Gabriel Communications of Ohio, Inc., which is the issuer of this tariff.

Completed Call: A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number, which is answered, by a person or mechanical/electrical device. The numbers may be located any distance apart within the state; and the communication may consist of voice, data, a combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Deny Terminating: Allows blocking of all incoming calls to a basic line or multi-line group.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Station, by-passing a central answering point.

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By: Jerry Howe, President and Chief Operating Officer
16090 Swingley Ridge Road, Suite 500
Chesterfield, MO 63017

DEFINITIONS

Dual Tone Multi-Frequency (DTMF): The pulse type employed by tone dial Station sets.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone services.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Foreign Exchange: Permits a customer, at his option, to obtain exchange service from a point within the serving area but distant from the customer's service point. There is no charge for this configuration

Hunting:

Rotary/Linear Hunting: The hunt for an idle line starts with the called line in a prearranged group and ends with the last line in the group. Unless the first line is called, only a portion of the group is hunted.

Circular Hunting: This feature permits a complete hunt sequence over all the lines in a prearranged group. If no idle line is encountered, the hunt will continue until it reaches the line that was originally called.

Preferential Hunting: Some of all of the lines in a hunt group may have an associated preferential hunt list. This hunt list permits a pre-hunt over a subset or preferential group of lines before hunting through the multi-line hunt group.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

KBPS: Kilobits, denotes thousands of bits per second.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

ISSUED: March 22, 2000

EFFECTIVE: March 30, 2000

By: Jerry Howe, President and Chief Operating Officer
16090 Swingley Ridge Road, Suite 500
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DEFINITIONS

Local Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier: A company, which furnishes exchange telephone service.

MBPS: Megabits, denotes millions of bits per second.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charges: The one-time charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service Order is executed.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Presubscription: An arrangement whereby a Customer may select and designate to the Company an Interexchange Carrier it wishes to access, without an access code, for completing intraLATA and/or interLATA toll Calls. The selected Interexchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

Priority Call: Differentiates incoming calls by signaling the customer (called party) with a distinctive ringing pattern(s).

Records Change: Any non-service affecting change to the Customer's billing information.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Regular Business Hours: 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding defined Holidays.

Remote Access to Call Forwarding: Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touch-tone phone.

Supersedure: A change in the customer's billing name or address which does not involve a change in service.

DEFINITIONS

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order for this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Services: The Company's telecommunications services.

Shared Facilities: A facility or equipment system or subsystem, which can be used simultaneously by several Customers.

Speed Dialing: Allows a subscriber to establish a speed calling list of up to 30 telephone numbers. The list associates telephone numbers with a unique 1-digit and/or 2-digit speed calling code. Initial entry and changes to the speed calling list are directly input from the associated subscriber line. Code lists may include local and/or toll telephone numbers.

Station: Telephone equipment from or to which calls are placed.

Three-Way Calling: Allow two parties to add a third party to the call. This feature may be used on both incoming and outgoing calls.

Toll Restriction: Allows the customer to prohibit long distance calling and operator services access on a line or trunk. Toll restriction is activated when the dialed number is prefaced with "1" or "0". WATS access is not affected.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end to end connection.

User: A customer or any other person authorized by the Customer to use service provided under this tariff.

Voice Data Protection: Prevents data calls from being interrupted by call waiting tones, testing, or busy verification attempts.

900 Blocking: Prevents access from the customers lines/trunks to any 900 telephone number.

RULES AND REGULATIONS**TABLE OF CONTENTS**

	<u>PAGE</u>
2.1 Undertaking the Company	2.2
2.1.1 Scope	2.2
2.1.2 Shortage of Equipment Facilities	2.2
2.1.3 Terms and Conditions	2.3
2.1.4 Liability of the Company	2.5
2.1.5 Notification of Service-Affecting Activities	2.13
2.1.6 Provision of Equipment & Facilities	2.13
2.1.7 Non-routine Installation	2.15
2.1.8 Ownership of Facilities	2.15
2.2 Prohibited Uses	2.15
2.3 Obligations of the Customer	2.16
2.3.1 General	2.16
2.3.2 Claims	2.18
2.4 Customer Equipment and Channels	2.19
2.4.1 General	2.19
2.4.2 Station Equipment	2.19
2.4.3 Interconnection of Facilities	2.20
2.4.4 Inspections	2.21
2.5 Payment Arrangements	2.22
2.5.1 Payment for Service	2.22
2.5.2 Billing and Collection of Charges	2.23
2.5.3 Disputed Bills	2.24
2.5.4 Advance Payments	2.24
2.5.5 Deposits	2.25
2.5.6 Discontinuance of Service	2.26
2.6 Allowances for Interruptions in Service	2.30
2.6.1 Credit for Interruptions	2.30
2.6.2 Limitations on Allowance	2.31
2.6.3 Use of Alternative Service Provided by the Company	2.31
2.7 Cancellation of Service	
2.7.1 Cancellation of Application for Service	2.32
2.7.2 Cancellation of Service by the Customer	2.33
2.8 Transfers and Assignments	2.33
2.9 Notices and Communications	2.34

RULES AND REGULATIONS

2.1 Undertaking of the Company:

2.1.1 Scope

- 2.1.1.1 The Company undertakes to furnish communications service to business customers in connection with one-way and/or two-way information transmission in the state of Ohio under the terms of this tariff.
- 2.1.1.2 The Company provides service on both a facilities based and resale basis.
- 2.1.1.3 Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein. 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.
- 2.1.1.4 Applications for initial or additional service made verbally or in writing become a contract upon establishment of the service or facility.

2.1.2 Shortage of Equipment Facilities

- 2.1.2.1 The Company reserves the right to limit or 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.
- 2.1.2.2 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 as reasonably required.

RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purposes of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, 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.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days notice, or as otherwise specified in the Customer/Company sales contract. Any termination shall not relieve 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. (AT)

RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.3 Terms and Conditions (Continued)

- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio.
- 2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, consistent with applicable commission rules, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to paragraph 2.1.3.8 below.
- 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

ISSUED: March 22, 2000

EFFECTIVE: March 30, 2000

By: Jerry Howe, President and Chief Operating Officer
16090 Swingley Ridge Road, Suite 500
Chesterfield, MO 63017

RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

- 2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure

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EFFECTIVE: March 30, 2000

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RULES AND REGULATIONS**2.1 Undertaking of the Company (Continued)****2.1.4 Liability of the Company (Continued)****2.1.4.6 (continued)**

to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff including:
-claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and
-patent infringement claims arising from combining or connecting the service offered by the company with apparatus and systems of the Customer or others; and
-all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

- 2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

RULES AND REGULATIONS**2.1 Undertaking of the Company (Continued)****2.1.4 Liability of the Company (Continued)**

- 2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, 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, or for any loss, damage or destruction of any property, owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- 2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6. following, and that the signals do not damage Company equipment, injure its personnel or degrade service to

RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

2.1.4.13 (Continued)

other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent 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 notice, terminate the Customer's service without liability.

2.1.4.14 With respect to Emergency Number 911 Service:

- (a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

2.1.4.14 (Continued)

- (b) Neither is the company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.

- 2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

- 2.1.4.16 In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will make reasonable efforts to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.1.4.17 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
- 2.1.4.18 In Conjunction with the Busy Line Verification and Interrupt Service as described in Section 4.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

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RULES AND REGULATIONS**2.1 Undertaking of the Company (Continued)****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 preventive 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 consistent with applicable commission rules. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

2.1.6.1 Consistent with applicable commission rules, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 Consistent with applicable commission rules, the Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.6 Provision of Equipment and Facilities (Continued)

- 2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- 2.1.6.4 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. Beyond this responsibility, the Company shall not be responsible for:
- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (b) the reception of signals by Customer-provided equipment; or
 - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

RULES AND REGULATIONS**2.1 Undertaking of the Company (Continued)****2.1.7 Non-routine Installation**

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

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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 require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.3 Where the Company provides service to its end-users through resale of an ILEC service, such service shall be available only to the same class of customers to which the corresponding ILEC service is available under the ILEC'S tariffs.
- 2.2.4 Where the Company offers local exchange service through resale of the ILEC's local exchange service, such service shall not be available to interexchange carriers, wireless carriers, competitive access carriers or other telecommunications carriers as a substitute for access services.

RULES AND REGULATIONS

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company 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's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1 (c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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RULES AND REGULATIONS

2.3 Obligations of the Customer (Continued)

2.3.1 General (Continued)

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

RULES AND REGULATIONS

2.3 Obligations of the Customer (Continued)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third-party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting in whole or in part from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third-party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

RULES AND REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any customer equipment on their premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

RULES AND REGULATIONS

2.4 Customer Equipment and Channels (Continued)

2.4.2 Station Equipment (Continued)

- 2.4.2.2 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

RULES AND REGULATIONS

2.4 Customer Equipment and Channels (Continued)

2.4.4 Inspections

- 2.4.4.1 Upon reasonable 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 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.4.2 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

RULES AND REGULATIONS

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. The Company must receive objections within 180 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If any entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 The Customer is responsible for the payment of any sales, use, franchise, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

RULES AND REGULATIONS**2.5 Payment Arrangements (Continued)****2.5.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customer.

- 2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of invoice date, but no earlier than 14 days after the postmarked date.
- 2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month in which service is provided. Usage charges will be billed in arrears. (CP)(AT)
(AT)
- 2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 1.5% will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed, but not paid, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.
- 2.5.2.5 A charge will be assessed for checks with insufficient funds or non-existing accounts. At the option of the Company, the insufficient funds charge may be waived because of extenuating circumstances (i.e., bank error).

	<u>Min.</u>	<u>Max.</u>
Insufficient Funds Check Charge	\$5.00	\$50.00

RULES AND REGULATIONS

2.5 Payment Arrangements (Continued)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within one year of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

2.5.3.2 The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

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RULES AND REGULATIONS**2.5 Payment Arrangements (Continued)****2.5.5 Deposits**

- 2.5.5.1 Applicants for service or existing Customers who cannot establish a satisfactory credit standing with the Company may be required to provide the Company a security deposit. Applicants for regulated toll service will be offered an opportunity to provide the Company a security deposit. The Company is not required to offer an Applicant an opportunity to make a security deposit for regulated toll services if an Applicant has an unpaid debt to the Company for regulated toll services.
- 2.5.5.2 The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. In addition, the Company shall be entitled to require such an applicant or customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash.
- 2.5.5.3 For regulated toll services, the deposit will not exceed 230% of the estimated charges for regulated toll services if the Applicant is a new customer or 230% of the Applicant's average monthly historic regulated toll charges if the Applicant is a former customer of the Company.
- 2.5.5.4 Deposits may be refunded to the Customer's account at any time, but in any event shall be refunded as required by applicable regulations of the PUCO. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
- 2.5.5.5 Deposits for regulated local services must be calculated separately from deposits for regulated toll services.
- 2.5.5.6 A deposit may be required in addition to an advance payment.
- 2.5.5.7 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at the Customer's option, return the deposit or credit it to the Customer's account. The Company shall refund deposits and accrued interest in a manner consistent with the applicable regulations of the PUCO.
- 2.5.5.8 Deposits held will accrue interest at one percent (1%) above the prime lending rate as published in the Wall Street Journal for the last business day of September, to be adjusted annually on October 1. In no event shall the rate be lower than the rate required by Rule 4901:1-17-05(C) of the Ohio Administrative Code.

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RULES AND REGULATIONS

2.5 Payment Arrangements (Continued)

(RT)

2.5.6 Discontinuance of Service

(RT)

2.5.6.1 Partial payments by the Customer will be apportioned first to the Customer's regulated local service charges before being applied to any toll charges and will be apportioned to regulated toll and local telephone service charges before being applied to charges for non-regulated services.

(CT)

2.5.6.2 The Company may, after providing at least seven days written notice from the postmarked date of the discontinuance or suspension notice, discontinue or suspend service to the Customer for nonpayment.

2.5.6.3 The Company may, after notifying or attempting to notify the Customer, discontinue or suspend service without incurring any liability if the Customer:

- (a) Is in violation of or is not in compliance with the Company's tariffs;
- (b) Has failed to comply with municipal ordinances or other laws pertaining to telecommunications services;
- (c) Refuses to permit the Company access to its facilities; or
- (d) Has committed a fraudulent act, which may include:
 - an act that is in violation of the law;
 - furnishing false information to the Company; or
 - using tricks, schemes, false or invalid numbers, false credit devices, electronic devices or other means with the intent to avoid the payment of charges for service.

2.5.6.4 The Company may discontinue or suspend service to the Customer immediately, without notice, and without incurring liability if:

- (a) An emergency may threaten the health or safety of a person or the Company's network;
- (b) The Customer's use of equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or other Customers; or,
- (c) The Customer tampers with facilities or equipment owned by the Company.

(CT)

RULES AND REGULATIONS

2.5 Payment Arrangements (Continued)

2.5.6 Discontinuance of Service (Continued)

- 2.5.6.5 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- 2.5.6.6 Upon the Company's discontinuance of service to the Customer, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.
- 2.5.6.7 Disconnection notices issued by the Company for disconnection of regulated toll service pursuant to Rule 4901:1-5-19(K)(3), O.A.C., will inform the Customer facing regulated toll service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection. It will also inform the Customer that the Company must provide "local only" service to customers whose local service charges are paid, even while their other services are disconnected for nonpayment.

(CT)

(CT)

RULES AND REGULATIONS

(RT)

(RT)

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By: G. Michael Cassity, President and Chief Operating Officer
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RULES AND REGULATIONS

(RT)

(RT)

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By: G. Michael Cassity, President and Chief Operating Officer
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RULES AND REGULATIONS**2.6 Allowances for Interruptions of Service**

- 2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

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RULES AND REGULATIONS

2.6 Allowances for Interruptions of Service

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other common carrier providing service connected to the service of Company;
- B. Interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. Interruptions due to the failure or malfunction of non-Company equipment;
- D. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. Interruption of service due to circumstances or causes beyond the control of the Company.

2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

RULES AND REGULATIONS

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

- 2.7.1.1 When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.1.2 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, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

RULES AND REGULATIONS

2.7 Cancellation of Service (Continued)

2.7.2 Cancellation of Service by the Customer

If a customer is disconnected under Section 2.5.6, cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with: (AT)

- A. all Non-Recurring 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. all Recurring Charges specified in the applicable Service Order for the balance of the then current term.

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

RULES AND REGULATIONS

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

TOLL SERVICE
TABLE OF CONTENTS

	<u>PAGE</u>
3.1 Description	3.2
3.2 Timing of Messages	3.3
3.3 Rates	3.4

ISSUED: March 22, 2000

EFFECTIVE: March 30, 2000

By: Jerry Howe, President and Chief Operating Officer
16090 Swingley Ridge Road, Suite 500
Chesterfield, MO 63017

TOLL SERVICE1. Toll Service3.1 Description

Toll service is furnished for telephone communication between telephones in different local calling areas within the state in accordance with the regulations and schedules of charges specified in this Tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff. Directory Assistance and Operator Services surcharges apply to toll calls as appropriate. Services include outbound (switched and dedicated access), inbound (switched and dedicated access), and Calling Card services. Dedicated toll is provided to customers who receive local and long distance service from the Company. Switched toll is provided to customers who receive long distance service only from the company. Toll service is an optional service available to customers obtaining dial-tone from the company.

Outbound toll service offers customers an outbound, "1+" dialed long distance service for calls originating and terminating in the State of Ohio, and is available using either switched access or dedicated origination.

Inbound toll service offers customers an inbound toll service for calls originating and terminating in the State of Ohio, and is available using either switched access or dedicated access termination. This service enables the caller to contact the inbound toll service customer without the caller incurring toll charges. Calls are placed by dialing a toll free "800 or 888 number."

Calling Card service allows the customer to place calls from lines other than the customer's presubscribed location and charge the call to the presubscribed location. The customer may place calls from any touch-tone Telephone in the U.S. by dialing a toll free "800 or 888 number" and entering a personal identification code, followed by the desired telephone number. Calling Card calls are billed at the Company's rates and appear on the customer's monthly long distance bill.

ISSUED: March 22, 2000

EFFECTIVE: March 30, 2000

By: Jerry Howe, President and Chief Operating Officer
16090 Swingley Ridge Road, Suite 500
Chesterfield, MO 63017

TOLL SERVICE

3. Toll Service - (Continued)

3.2 Timing of Messages

- 3.2.1 Dedicated outbound and inbound toll service calls are timed in 6 second increments with a 60 second minimum. Switched outbound and inbound toll service calls are timed in 6 second increments with a 60 second minimum. Calling Card service calls are timed in 1 minute increments.
- 3.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 3.2.3 For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an alternate. The rates specified under Section 4, Operator Services, may apply.
- 3.2.4 Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- 3.2.5 Calls originating in one time period as defined under 3.3 and terminating in another will be billed the rates in effect at the beginning of six-second increments.

ISSUED: March 22, 2000

EFFECTIVE: March 30, 2000

By: Jerry Howe, President and Chief Operating Officer
16090 Swingley Ridge Road, Suite 500
Chesterfield, MO 63017

(RT)

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(RT)

(RT)

ISSUED: March 30, 2005

EFFECTIVE: April 1, 2005

By: Edward J. Cadieux, Senior Regulatory Counsel
16090 Swingley Ridge Road, Suite 450
Chesterfield, MO 63017

(RT)

(RT)

ISSUED: March 30, 2005

EFFECTIVE: April 1, 2005

By: Edward J. Cadieux, Senior Regulatory Counsel
16090 Swingley Ridge Road, Suite 450
Chesterfield, MO 63017

3. Toll Service - (Continued)

3.4 Long Distance Volume Plan

The Long Distance Volume Plan is an optional dedicated toll plan. To qualify, new customers must have a minimum of \$100 in outbound and inbound toll and calling card billing per account per month. Customers who do not meet the \$100 monthly minimum will be invoiced the difference between the actual long distance billed and the \$100 minimum.

Rates apply based on the customer's total Gabriel monthly billing, including local, long distance, calling card, and Gabriel enhanced/nonregulated services. Taxes, surcharges, and non-recurring charges are not included in the monthly billing amount.

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(RT)

3.5 High Volume/Short Call Plan

Customers with domestic intraLATA/interLATA monthly toll bills of \$5000 or more (excluding taxes and surcharges) qualify for the High Volume/Short Call Plan. Qualifying customers will receive a dedicated domestic toll rate. This rate does not apply to calling card or international minutes of use. Qualifying customers must subscribe to NuVox local voice service under a 1, 2, or 3-year contract. Calls under this plan will be billed with an 18-second minimum duration and will be billed in 6-second increments thereafter.

(RT)
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(RT)

3.6 Broadband Bundle/Broadband Bundle Plus

Customers ordering the Broadband Bundle, as described in Section 12 of P.U.C.O. Tariff No. 1, are eligible for a special rate for inbound and outbound toll. Alternatively, Broadband Bundle customers can subscribe to other toll plans in this section for which they qualify. Customers must subscribe to NuVox toll to qualify for the Bundle.

(RT)
(RT)

The Broadband Bundle Plus plan adds 100 minutes of inbound/outbound domestic long distance per line. The minutes apply per account. Minutes must be used in the current month. Additional minutes will be rated at the Broadband Bundle rate or per the subscriber's applicable toll plan. The Broadband Bundle description and standard features apply to the Broadband Bundle Plus. Refer to Tariff No. 1 for rates.

3. Toll Service - (Continued)

3.7 Voice T-1 Value Plan

The Voice T-1 Value Plan offers customers ordering a full T-1 (DS-1) or multiple T-1s term and quantity discounts. Customers cannot order less than a full T-1 (24 DS-0 channels). This offering is intended for voice applications only. Voice T-1 Value Plan includes a special toll rate for inbound and outbound long distance.

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3.8 All Voice T-1 Value Plan

New customers who order the Voice T-1 Value Plan as described in 3.7 above and who also order NuVox long distance on all lines, will receive a special domestic toll rate under the All Voice T-1 Value Plan option. Calls will be billed with an 18-second minimum duration and in 6-second increments thereafter.

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(RT)

3.9 NuBundle

Customers ordering the NuBundle, as described in Section 13 of P.U.C.O. Tariff No. 1, will receive 200 minutes of toll per line. Minutes can be inbound or outbound. Minutes apply per account and must be used in the current month. The 200 minutes cannot be used for calling card calls. Calls are timed in 6-second increments with an 18-second minimum call length. Additional minutes are rated as follows:

(RT)

(RT)

(RT)

3.10 Existing Customer Long Distance Plan

Existing customers who renew their service agreement and add NuVox long distance service to the new service agreement or who add NuVox long distance to their current service agreement will receive a special rate on inbound and outbound domestic long distance. This rate does not apply to calling card, audioconferencing, or international minutes of use. Calls under this plan will be billed with an 18-second minimum duration and will be billed in 6-second increments thereafter.

(RT)

(RT)

TOLL SERVICE

3. Toll Service - (Continued)

3.3 Rates - (Continued)

3.11 Payphone Surcharge

The Payphone Surcharge applies to calls placed from a public/semi-public payphone and billed to a Gabriel-issued Calling Card. The surcharge applies in addition to any other applicable service charges and surcharges. The charge is imposed for each use of the card.

3.12 FLEXlinx

FLEXlinx includes 1,000 minutes of inbound/outbound domestic long distance. Minutes apply on a per account basis. PhoneCard minutes and international minutes are not eligible. See below for PhoneCard rates; see appropriate price list for international rates.

Unused minutes will rollover to the next month until the 4th month where any rollover balances will be reset to zero. Unused minutes will not be credited or refunded. Calls will be billed in 6-second increments with an 18-second minimum call length. Minutes over 1000 will be charged a per minute rate. (CT)

Additional long distance minutes may be purchased in 1000 minute blocks.

PhoneCards: PhoneCards are billed in 60-second increments.

Toll Free Number Features:

Holiday Routing (routes incoming calls to different terminating locations on specified holidays)

Time of Day Routing (routes incoming calls to different terminating locations based on customer specified times)

Geographic Routing (routes incoming calls to different terminating locations based on geographic call origination)

Pay Phone Call Blocking (blocks payphone calls to 8XX numbers)

Non-Pay Phone Call Blocking (blocks incoming calls to 8XX numbers by state, NPA/NXX, area code, or specific ANI)

3.13 LD Buckets

Customers can purchase the following LD buckets of 1000 minutes for a 1, 2, or 3-year contract to use with bundled services. An overage rate for minutes used in excess of the 1000 minutes applies. (AT)

OPERATOR SERVICES**TABLE OF CONTENTS**

	<u>PAGE</u>
4.1 Directory Assistance	4.2
1.1.1 Directory Assistance-Local	4.2
1.1.2 Directory Assistance Call Completion	4.2
1.1.3 Directory Assistance-National	4.3
4.2 Operator Assistance	4.4
4.2.1 Third Number Billing	4.4
4.2.2 Collect Calls	4.4
4.2.3 Calling Cards	4.4
4.2.4 Person to Person	4.4
4.2.5 Station to Station	4.4
4.2.6 General Assistance	4.4
4.2.7 Operator Assisted Surcharges	4.4
4.2.8 Busy Line Verification	4.5
4.2.9 Busy Line Verification with Interrupt	4.5
4.2.10 Busy Line Verification Rates	4.5
4.3 Additional Operator Services Regulations	4.6

OPERATOR SERVICES

4.1 Directory Assistance

A customer may obtain Directory Assistance in determining telephone by calling the Directory Assistance operator.

4.1.1 Directory Assistance (411)

(CT)

(RT)

(RT)

(RT)

4.1.1.1 The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

4.1.1.2 A credit will be given for calls to Directory Assistance under the following circumstances:

- a) The Customer experiences poor transmission or is cut-off during the Call; or
- b) The Customer is given an incorrect telephone number.

4.1.1.3 To obtain a credit as identified under 4.1.1.2 above, the Customer must notify his Customer Service representative.

4.1.2 Directory Assistance Call Completion is available, where facilities permit, when the Customer requests connection to the telephone number requested from Directory Assistance. There is no call allowance for Directory Assistance Call Completion. Rates apply in addition to charges for Directory Assistance and any applicable toll charges as follows:

(RT)

(RT)

OPERATOR SERVICES

4.1 Directory Assistance (Continued)

4.1.3 Directory Assistance-National (555-1212)⁽¹⁾ (CT)

(RT)

(RT)

(RT)

4.1.3.1 Directory Assistance - National service provides the telephone number of customers located outside the local calling area as specified in Tariff 1 within the United States where facilities permit.

4.1.1.2 Directory Assistance Call Completion is not offered with this service.

4.1.3.3 The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

4.1.3.4 The prices in the PRICE LIST apply for calls to Directory Assistance – National transported to the Directory Assistance operator.

4.1.3.5 Directory Assistance – National is not provided to customers who have Toll Restriction.

4.1.3.6 A credit will be given for calls to Directory Assistance under the following circumstances:

- a) The Customer experiences poor transmission or is cut-off during the call;
- b) The Customer is given an incorrect telephone number; or
- c) Upon request if directory assistance is used to obtain telephone number due to an error in a directory listing.

4.1.37 To obtain a credit as identified under 4.1.3.6 above, the Customer must notify his Customer Service representative.

⁽¹⁾ Subject to availability, facility permitting.

OPERATOR SERVICES**4.2 Operator Assistance**

A customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner:

- 4.2.1 Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- 4.2.2 Collect: The Customer asks that the call be billed to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- 4.2.3 Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.
- 4.2.4 Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
- 4.2.5 Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.
- 4.2.6 General Assistance: The Customer has the option to request general information from the operator, such as dialing instruction, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.
- 4.2.7 Operator Assisted Surcharges
The following surcharges will be applied:

	Per Call	
	<u>Min.</u>	<u>Max.</u>
Third Number Billing	\$.25	\$4.00
Collect Call	\$.25	\$4.00
Calling Card, Operator Handled	\$.25	\$4.00
Calling Card, Automated	\$.15	\$1.00
Person to Person	\$.25	\$4.00
Station to Station	\$.25	\$4.00
General Assistance	N/C	N/C

ISSUED: March 22, 2000

EFFECTIVE: March 30, 2000

By: Jerry Howe, President and Chief Operating Officer
16090 Swingley Ridge Road, Suite 500
Chesterfield, MO 63017

OPERATOR SERVICES**4.2 Operator Assistance - (Continued)**

- 4.2.8 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear of "in use" and report to the calling party.
- 4.2.9 Busy Line Verification with Interrupt: The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- 4.2.10 Busy Line Verification Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:
- a) The operator verifies that the line is busy with a call in progress.
 - b) The operator verifies that the line is available for incoming calls.
 - c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. The following charge will apply for both verification and interruption:

	<u>Per Request</u>	
	<u>Min</u>	<u>Max.</u>
Busy Line Verification	\$.25	\$3.00
Busy Line Interrupt	\$.25	\$3.00

ISSUED: March 22, 2000

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OPERATOR SERVICES

4.3 Additional Operator Services Regulations

- 4.3.1 The Company will arrange for listing of its name on a LEC's billing of the Company's charges, if the LEC has multi-carrier bill listing capability.
- 4.3.2 The Company will employ reasonable calling card verification procedures, which are acceptable to the companies issuing the calling cards. In order to control fraud, the Company may refuse to accept calling cards, which it determines to be invalid or cards which it is unable to verify.
- 4.3.3 The Company will direct all "0" or "00" emergency calls in the quickest manner to the local emergency service provider at no charge.
- 4.3.4 Upon request, the Company will transfer calls to other authorized interexchange companies or to the LEC, if billing can list the caller's actual point of origin.
- 4.3.5 The Company's contracts with traffic aggregators will contain provisions which:
 - a) Prohibit the blocking of access to an end-user's interexchange carrier of choice.
 - b) Provide for the prominent posting or display, on or near the telephones to be utilized by end-users, of material setting forth the name of the Company, complaint procedures, instructions on reaching the LEC operator as well as other interexchange carriers, and procedures for emergency calls.

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EFFECTIVE: March 30, 2000

By: Jerry Howe, President and Chief Operating Officer
16090 Swingley Ridge Road, Suite 500
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MISCELLANEOUS SERVICES

TABLE OF CONTENTS

	<u>PAGE</u>
5.1 Presubscription	5.2
5.2 Temporary Promotional Programs	5.2

ISSUED: March 22, 2000

EFFECTIVE: March 30, 2000

By: Jerry Howe, President and Chief Operating Officer
16090 Swingley Ridge Road, Suite 500
Chesterfield, MO 63017

MISCELLANEOUS SERVICES**5.1 Presubscription**

Presubscription allows Customers to presubscribe to their carrier of choice for toll calls, without dialing the Access Code. The following charge applies, per line, to change the customer's primary interexchange carrier (PIC):

	<u>Non-Recurring Charge</u>	
	<u>Min.</u>	<u>Max.</u>
PIC Change, per line	\$1.00	\$5.00

5.2 Temporary Promotional Programs

The Company, may, from time to time offer special promotional service offerings designed to attract new customers or to promote existing services. Promotional service offerings shall be subject to specific dates, times, and/or locations. The Commission will be advised in advance of the promotion.

ISSUED: March 22, 2000

EFFECTIVE: March 30, 2000

By: Jerry Howe, President and Chief Operating Officer
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PRICE LIST**INSUFFICIENT FUNDS CHECK CHARGE:**

\$25.00

DEDICATED INTRASTATE TOLL RATES FOR GABRIEL BUSINESS SERVICE AND ISDN-PRI CUSTOMERS:

	Single Business Line	Key System Service	PBX Trunk Service	T-1 AdvantEdge PBX Service/ISDN- PRI Service
Outbound "1+" Intrastate Toll Rate	\$.1033/minute	\$.0928/minute	\$.0928/minute	\$.0718/minute
Inbound "Toll Free" Intrastate Rate	\$.1033/minute	\$.0928/minute	\$.0928/minute	\$.0928/minute
Calling Card Intrastate Rate	\$.2135/minute	\$.2135/minute	\$.2135/minute	\$.2135/minute

(CR)

DEDICATED TOLL RATES FOR GABRIEL BUSINESS SERVICE AND ISDN CUSTOMERS WITH GABRIEL INTERNET OR DATA SERVICES:

	Single Business Line	Key System Service	PBX Trunk Service	T-1 AdvantEdge PBX Service/ISDN- PRI Service
Outbound "1+" Intrastate Toll Rate	\$.0928/minute	\$.0823/minute	\$.0823/minute	\$.0613/minute
Inbound "Toll Free" Intrastate Rate	\$.0928/minute	\$.0823/minute	\$.0823/minute	\$.0823/minute
Calling Card Intrastate Rate	\$.2135/minute	\$.2135/minute	\$.2135/minute	\$.2135/minute

(CR)

ISSUED: January 8, 2007

EFFECTIVE: January 8, 2007

By: Edward J. Cadieux, Senior Regulatory Counsel
16090 Swingley Ridge Road, Suite 450
Chesterfield, MO 63017

PRICE LIST**SWITCHED INTRASTATE TOLL RATES FOR GABRIEL BUSINESS SERVICE CUSTOMERS:**

	<u>Per Minute</u>	<u>Add'l Six Seconds</u>	<u>Monthly Recurring Charge</u>	
Outbound "1+" Intrastate Toll Rate	\$.1085	\$.0105	N/C	(CR)
Inbound "Toll Free" Intrastate Rate	\$.1085	\$.0105	\$5.00/800 Number	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Per Use</u>	
Calling Card Intrastate Rate	\$.266	\$.266	\$.2625	

LONG DISTANCE VOLUME PLAN

<u>Monthly Billing</u>	<u>Dedicated Toll Rate</u>
\$100-\$1000	\$.0823
\$1001-\$2000	\$.0718
\$2001-\$3000	\$.0655
\$3001-\$4000	\$.0613
\$4001-\$5000	\$.055
\$5001+	\$.0539

HIGH VOLUME/SHORT CALL PLAN

<u>Monthly Billing</u>	<u>Dedicated Toll Rate</u>
\$5000	\$.056

BROADBAND BUNDLE

	<u>Rate per Minute</u>
Long Distance	\$.077

(CR)

PAYPHONE SURCHARGE

Per Use, \$.60

ISSUED: January 8, 2007

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PRICE LIST

VOICE T-1 VALUE PLAN

Voice T-1 Value Plan Toll Rate \$.0718/minute

(CR)

ALL VOICE T-1 VALUE PLAN

All Voice T-1 Value Plan Toll Rate \$.056/minute

NUBUNDLE/COMPLETEVOICE PLUS ADDITIONAL MINUTES

Intrastate Toll Rate \$.0655/minute

Interstate Toll Rate \$.053/minute

EXISTING CUSTOMER LONG DISTANCE PLAN

Existing Customer LD Plan Rate \$.056/minute

(CR)

OPERATOR SERVICES

Directory Assistance

Akron, Columbus, Dayton
\$1.10/per call

Cincinnati
\$1.10/per call

Directory Assistance Call Completion

Akron, Columbus, Dayton
\$.25/per call

Cincinnati
\$1.00/per call

Directory Assistance - National⁽¹⁾

\$1.45/per call

Operator Assisted Surcharges

	<u>Per Call</u>
Third Number Billing	\$1.50
Collect Calls	\$1.25
Calling Card, Operator Handled	\$1.25
Calling Card, Automated	\$.50
Person to Person	\$3.00
Station to Station	\$1.10
General Assistance	N/C

Busy Line Verification

\$1.20/per request

Busy Line Interrupt

\$1.20/per request

⁽¹⁾ Subject to availability, facilities permitting.

PRICE LIST**MISCELLANEOUS SERVICES**

Softphone LD \$.0485/ minute

Presubscription**Non-Recurring**

PIC Change, per line \$5.00

Temporary Promotional Programs**FLEXLINX**

Rate per minute for minutes over the 1000 included package minutes: \$.053

(CR)

Additional long distance minutes may be purchased as follows:

<u>Term</u>	<u>Monthly Rate per 1000 Minutes</u>
1 Year	\$42.00
2 Year	\$36.75
3 Year	\$31.50
4 Year	\$26.25
5 Year	\$21.00

PhoneCards

\$0.2135 per minute

(CR)

\$0.37 per call surcharge

Toll Free Numbers:

\$1.04 per month per line

(CR)

Toll Free Features:

Holiday Routing

Time of Day Routing

Geographic Routing

\$78.00 per month per feature

(CR)

Pay Phone Call Blocking:

\$78.00 per month per FLEXlinx package

(CR)

Non-Pay Phone Call Blocking:

\$15.60 per month per FLEXlinx package

(CR)

LD BUCKETS

<u>Term</u>	<u>Monthly Recurring Charge</u>
1-Year	\$35.00 per 1,000 minutes
2-Year	\$30.00 per 1,000 minutes
3-Year	\$25.00 per 1,000 minutes

(NR)

Overage Minutes \$.053/minute

(NR)

ISSUED: January 8, 2007

EFFECTIVE: January 8, 2007

By: Edward J. Cadieux, Senior Regulatory Counsel
16090 Swingley Ridge Road, Suite 450
Chesterfield, MO 63017

Revised Tariff Pages

NuVox Communications of Ohio, Inc. is withdrawing in its entirety its
Interexchange Services, P.U.C.O. Tariff No. 3

Case No. 08-459-TP-ATA

NuVox Communications of Ohio, Inc.
Interexchange Services
P.U.C.O. No. 3 Tariff

Narrative of Tariff Change

NuVox's PUCO Tariff No. 3, Interexchange (Long Distance) Services, is being withdrawn in its entirety. Terms and Conditions contained within the P.U.C.O. Tariff No. 3 are located in NuVox's P.U.C.O. Tariff No. 1 (Competitive General Exchange Carrier Services), and are also included in the Customer Guide posted on NuVox's web site.

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

A complete listing of NuVox Communications of Ohio, Inc.'s ("NuVox") terms, conditions, services and price list ("Customer Guide") is posted on NuVox's web site. NuVox customers can access the Customer Guide at <http://www.nuvox.com/Legal/termsandconditions.htm>.

Customer Notice

A copy of NuVox's customer notice is attached.



March 6, 2008

Dear NuVox Customer:

Beginning on May 7, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by NuVox will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

The affected services include bundled offerings and long distance services.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. NuVox 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 Terms & Conditions document online at www.nuvox.com/Legal, or you can request a copy of this information by contacting Customer Care at Two N. Main St, Greenville, SC, 29601 or toll free at 1-800-600-5050.

Since these 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 NuVox toll free at 1-800-600-5050 or visit us at www.nuvox.com and select "I'm a Customer".

Sincerely,

NuVox

Customer Notice Affidavit

A copy of NuVox's Customer Notice Affidavit is attached.

CUSTOMER NOTICE AFFIDAVIT

STATE OF: Missouri

SS:

COUNTY OF: St Louis

AFFIDAVIT

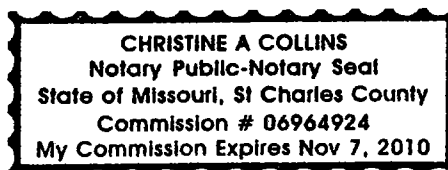
I, Edward J. Cadieux, am an authorized agent of the applicant corporation, NuVox, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through bill insert in March customer invoices, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 1, 2008 - St. Louis County, Missouri
(Date) (Location)

/s/ Edward J. Cadieux 4/1/08
(Signature and Title) (Date)
VP/Senior Regulatory Counsel

Subscribed and sworn to before me this 4-1-08
(Date)

Christine A. Collins
Notary Public
My Commission Expires: Nov. 7, 2010



This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/4/2008 10:12:11 AM

in

Case No(s). 08-0459-TP-ATA

Summary: Application of NuVox Communications of Ohio, Inc. to Detariff Certain Tier 2 Services. electronically filed by Teresa Orahod on behalf of NuVox Communications of Ohio