



2600 Maitland Center Pkwy.
Suite 300
Maitland, FL 32751
P.O. Drawer 200
Winter Park, FL
32790-0200
Tel: 407-740-8575
Fax: 407-740-0613
www.tminc.com

May 19, 2008

Via E-Filing

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

**RE: Budget PrePay, Inc. d/b/a Budget Phone
Application to Detariff - Case No. 08-0604-TP-ATA**

Dear Ms. Jenkins:

Attached for filing on behalf of Budget PrePay, Inc. d/b/a Budget Phone is the Application to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD. The Company respectfully requests an effective date of May 19, 2008 for this filing..

The following items are included with this filing:

- Application Form for Detariffing and Related Actions
- Exhibit A - Existing Tariffs
- Exhibit B - Proposed Replacement Tariff
- Exhibit C - Summary of Changes
- Exhibit D - Explanation of Compliance
- Exhibit E - Customer Notice
- Exhibit F - Customer Notice Affidavit

Any questions regarding this filing may be directed to my attention at (407) 740-3005 or via email to mbyrnes@tminc.com. Thank you for your assistance.

Sincerely,

Monique Byrnes, Consultant to
Budget PrePay, Inc. d/b/a Budget Phone

MB/sp

Attachments

cc: M. Vance – Budget PrePay
file: Budget PrePay – OH Local
tms: OHf0801

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

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

In the Matter of the Application of) TRF Docket - **TP** - **TRF**
Budget PrePay, Inc. d/b/a Budget Phone) Case No. **08-** - **0604** **TP** - **ATA**
To Detariff Certain Tier 2 Services and make other changes) **NOTE: Unless you have reserved a Case No. leave the "Case No"**
related to the Implementation of Case No. 06-1345-TP-ORD) **fields BLANK**

Name of Registrant(s) **Budget PrePay, Inc.**
DBA(s) of Registrant(s) **Budget Phone**
Address of Registrant(s) **1325 Barksdale Blvd., Suite 200, Bossier City, Louisiana 71111**
Company Web Address **www.budgetphone.com**
Regulatory Contact Person(s) **Monique Byrnes, Consultant** Phone **407-740-3005** Fax **407-740-0613**
Regulatory Contact Person's Email Address **mbyrnes@tminc.com**
Contact Person for Annual Report **Monique Byrnes, Consultant** Phone **407-740-3005** Fax **407-740-0613**
Address (if different from above) **Technologies Management, Inc. 2600 Maitland Center Parkway., Suite 300, Maitland, FL 32751**
Consumer Contact Information **Molly Vance** Phone **318-671-5706**
Address (if different from above)

Part I – Tariffs

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

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

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

Part II – Exhibits

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

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages. Replacement Tariff Filed
<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

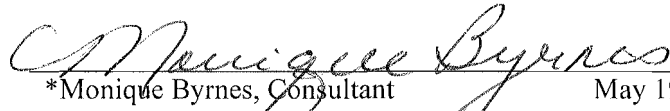
Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Budget PrePay, Inc. d/b/a Budget Phone and am authorized to make this statement on its behalf.

I, Monique Byrnes, Consultant to Budget PrePay, Inc. d/b/a Budget Phone 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 May 19, 2008 at Maitland, FL 32751



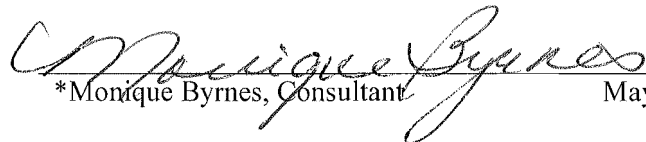
*Monique Byrnes, Consultant

May 19, 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, Monique Byrnes, Consultant to Budget PrePay, Inc. d/b/a Budget Phone 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.



*Monique Byrnes, Consultant

May 19, 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

Budget PrePay, Inc.
d/b/a Budget Phone

EXHIBIT A - 1

EXISTING OHIO TARIFF NO. 1
(Business Local and Long Distance)

Budget PrePay, Inc. d/b/a Budget Phone
Issue Date: May 15, 2007

Ohio Tariff No. 1
1st Revised Page No. 1
Cancels Original Page No. 1

**RATES, TERMS AND CONDITIONS
RELATING TO THE PROVISION OF
LOCAL EXCHANGE SERVICES
& TOLL SERVICES
IN THE STATE OF OHIO**

As Approved in Case No. 07-___-TP-ACN

Effective Date: June 14, 2007

Ronald Munn, Director Regulatory and Revenue Assurance
1325 Barksdale Blvd., Suite 200
Bossier City, Louisiana 71111

Budget Phone, Inc.
Issue Date: March 26, 2002

Ohio Tariff No. 1
Original Page No. 2

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As Approved in Case No. 00- -TP-ACE Effective Date:

Art Magee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

Budget Phone, Inc.
Issue Date: March 26, 2002

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Effective Date:

Art Magee, Comptroller
6901 W. 70th Street
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Budget Phone, Inc.
Issue Date: March 26, 2002

Ohio Tariff No. 1
Original Page No. 8

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of resold and facilities-based local exchange and interexchange service by Budget Phone, Inc. ("the Company") in the calling areas defined herein.

The provision of local exchange and interexchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

As Approved in Case No. 00- -TP-ACE Effective Date:

Art Magee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

Budget Phone, Inc.
Issue Date: March 26, 2002

Ohio Tariff No. 1
Original Page No. 9

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below.

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

As Approved in Case No. 00- -TP-ACE Effective Date:

Art Magee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

Budget Phone, Inc.
Issue Date: March 26, 2002

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EXPLANATION OF TERMS

ADVANCE PAYMENT

A payment that may be required by the Company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

AGENCY

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

AUTHORIZATION CODE

A numerical code assigned to a Customer to enable the Company to identify the origin of the Customer so it may rate and bill the call.

AUTHORIZED USER

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

ATTENDANT

An operator of a PBX console or telephone switchboard.

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designated for permanent occupancy.

CALL INITIATION

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

As Approved in Case No. 00- -TP-ACE Effective Date:

Art Magee, Comptroller
6901 W. 70th Street
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Budget Phone, Inc.
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EXPLANATION OF TERMS (cont'd)

CENTRAL OFFICE

An operating office of the incumbent local exchange company where connections are made between telephone exchange lines.

CUSTOMER

A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

EMERGENCY

A situation that appears to present immediate danger to person or property.

EMERGENCY SERVICE (ENHANCED 911)

Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

As Approved in Case No. 00- -TP-ACE

Effective Date:

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Shreveport, Louisiana 71129-2309

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EXPLANATION OF TERMS (cont'd)

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

EXCHANGE

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

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

FINAL ACCOUNT

A customer's outstanding charges still owed to the Company.

INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

As Approved in Case No. 00- -TP-ACE

Effective Date:

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EXPLANATION OF TERMS (conf'd)

LAST NUMBER REDIAL

Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

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; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LOCAL CALL

A call which is not rated as a long distance call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

LOCAL SERVICE

Telephone exchange service within a local calling area.

MOVE

The disconnection of existing service at one location and reconnection of the same service at a new location in the same building or in a different building on the same premises.

PBX

A private branch exchange.

As Approved in Case No. 00- -TP-ACE

Effective Date: .

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Budget Phone, Inc.
Issue Date: March 26, 2002

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EXPLANATION OF TERMS (cont'd)

PREPAID ACCOUNT

An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

PREPAID CALLING CARD

A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

PRESUBSCRIPTION

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

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX STATIONS, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PROMPT PAYMENT

A customer has paid his bills for service for twelve consecutive months without having had service discontinued for nonpayment of his bill, and without having had more than two occasions on which his bill was not paid by the time specified by the regulations of the utility regarding prompt payment of bills, and the customer is not currently delinquent in the payment of his bills.

RATE CENTER

Company-designated service locations from which service is rendered or rated.

As Approved in Case No. 00- -TP-ACE

Effective Date:

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Budget Phone, Inc.
Issue Date: March 26, 2002

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EXPLANATION OF TERMS (conf'd)

RECURRING CHARGES

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

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 and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

SERVICE ORDER

The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance 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.

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

SPEED CALLING

Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

As Approved in Case No. 00- -TP-ACE

Effective Date:

Art Magee, Comptroller
6901 W. 70th Street
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Budget Phone, Inc.
Issue Date: March 26, 2002

Ohio Tariff No. 1
Original Page No. 16

EXPLANATION OF TERMS (cont'd)

TELECOMMUNICATIONS RELAY SERVICE (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls.

TELECOM UNIT

A measurement of telecommunications service equivalent to one minute of usage.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TOLL BLOCKING

Allows end users to block direct-dialed long distance calls from their telephones.

As Approved in Case No. 00- -TP-ACE Effective Date:

Art Magee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

Budget Phone, Inc.
Issue Date: March 26, 2002

Ohio Tariff No. 1
Original Page No. 17

EXPLANATION OF TERMS (cont'd)

TOLL CALL

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

UNDERLYING CARRIER

The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the provision of toll services.

USER

A customer or any other person authorized by a Customer to use service provided under this Tariff.

As Approved in Case No. 00- -TP-ACE Effective Date:

Art Magee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

Budget Phone, Inc.

Ohio Tariff No. 1

Section I

Issue Date: March 26, 2002

Original Page No. 1

1. Local Exchange Service Regulations

1.1 Undertaking of the Company

- A The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis. Ameritech Ohio is the underlying incumbent local exchange carrier.
- B The Company is responsible under this tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity, not including agents of the Company. Customers may use services provided under this tariff to obtain access to services offered by other service providers. However, this does not permit the Company to offer any services it purchased from Ameritech Ohio on a resale basis for resale to other carriers.
- C The Company will provide a toll-free number giving Customers access to service personnel 24 hours per day, 7 days per week.
- D The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

1.2 Terms and Conditions

- A Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.

As Approved in Case No.

Effective Date:

Art Magee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

Budget Phone, Inc.

Ohio Tariff No. 1

Section 1

Issue Date: March 26, 2002

Original Page No. 2

1. Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- B Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tarified, month to month rates, unless terminated by the Customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination.
- C This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
- D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E 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.
- F 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 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. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

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1. Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- G In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

1.3 Notification of Service Affecting Activities

- A The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the 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-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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1. Local Exchange Service Regulations (cont'd)

1.4 Provision of Services

A The Company will make 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 Service installation shall be completed within five business days after a service order is placed or the Company will waive at least one-half of all regulated nonrecurring installation charges associated with the new service or features. If the Company fails to install new access line service and any associated features within ten business days of an application for new service or fails to install such service by the requested installation date, when at least ten business days notice is given, the provider shall waive all regulated nonrecurring installation charges associated with the new service or features. Such credits shall not be required where:

- (1) special equipment or service is involved;
- (2) applicant or subscriber has not met pertinent tariff requirements;
- (3) the installation cannot be completed as a result of a military action, war, insurrection, riot, or strike; or
- (4) the installation cannot be completed due to a subscriber missing an installation appointment.

B The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.

C 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 facilities the Company may obtain from other carriers to furnish service as required at the sole discretion of the Company.

D Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

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1. Local Exchange Service Regulations (cont'd)

1.4 Provision of Services (cont'd)

E 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 services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services. Beyond this responsibility, the Company shall not be responsible for:

- (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
- (ii) the reception of signals by Customer provided equipment; or
- (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

F 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. The Customer will be provided with an estimation of charges prior to installation and/or maintenance. 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.

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1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company

- A 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 or omission, shall be limited to the extension of allowances for interruption as set forth 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. The limitation of liability contained herein will be in compliance with the Commission's Minimum Telephone Services Standards and the Service Requirements Form.
- B 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 offered under this tariff, and subject to the provisions of Section 1.7.2, the Company's liability, if any, shall be limited as provided herein. The limitation of liability contained herein will be in compliance with the Commission's Minimum Telephone Services Standards and the Service Requirements Form.

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1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company

- C The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
- (i) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
 - (ii) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - (iii) claims for loss of profit; or
 - (iv) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.
- D 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 exchange access lines. 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 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.

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1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company

- F Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

1.5.1 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 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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1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company

1.5.2 With Respect to Directory Listings

The Company will comply with MTSS 4901:1-5-16.

A In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

B An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

(i) Free Listings: For free or non-charged published directory listings credit shall be given at the rate of three (3) times the monthly local service charge for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.

(ii) Charge Listings: For each additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

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1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company (cont'd)

1.5.2 With Respect to Directory Listings (cont'd)

(iii) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the corrected information shall be placed in the files of directory assistance and intercept operators within two business days of discovery.

(iv) Definitions: As used in paragraphs (i), (ii) and (iii) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or community different from the one provided to the Company.

(v) Notice: Such allowances or credits as specified in paragraphs (i) and (ii) above, shall be given notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it was administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company (cont'd)

1.5.3 Reserved for Future Use

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1. Local Exchange Service Regulations (cont'd)

1.6 Directory Listings

- A The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 1.5.2 preceding. Business customers will be notified by the Company that in order to be included in the yellow pages, the customer must contact the yellow pages representative.
- B When a Customer with a nonpublished telephone number, as defined herein, places a call to 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 responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

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1. Local Exchange Service Regulations (cont'd)

1.7 Interruptions in Service

An interruption is deemed to have occurred when the phone lines of the underlying provider are inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.7.1 Temporary Suspension for Maintenance

A The Company's underlying provider shall have the right to make necessary repairs or changes in its services at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

1.7.2 Credit Allowance for Interruptions

All requirements for credit allowances for interruptions of service will be consistent with 4901:1-5-16 of the Commission's Minimum Telephone Service Standards.

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1. Local Exchange Service Regulations (cont'd)

1.7 Interruptions in Service (cont'd)

1.7.3 Limitations on Credit Allowances

All requirements on limitations on credit allowances for interruptions of service will be consistent with 4901:1-5-16 of the Commission's Minimum Telephone Service Standards.

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1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer

A The Customer shall be responsible for:

- (i) the payment of all applicable charges pursuant to this tariff;
- (ii) 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 services.

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1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.1 Claims

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

- (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (ii) 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 Customer, including, without limitation, use of the Company's services in a manner not contemplated by the agreement between the Customer and the Company.

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1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.2 Station Equipment

A The Customer is responsible for providing and maintaining any terminal equipment on the Customer 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 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 discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

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1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.3 Interconnection of Facilities

A Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service, and the channels, facilities or equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.

B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers that are applicable to such connections.

C Services furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

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1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.4 Inspections

A 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 1.8.2 for the installation, operation, and maintenance of Customer-provided facilities. No credit will be allowed for any interruptions occurring during such inspections.

B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services 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. 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 services and personnel from harm. The Company will, upon request twenty-four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements

A The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Objections must be received by the Company within a reasonable period of time after receipt of bill, or all the charges shall be deemed correct and binding upon the Customer. If an entity, i.e., special construction contractor, other than the Company imposes charges of 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.

1.9.1 Taxes

A The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees or other similar fees (i.e. sales tax, municipal utilities tax) that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to be included in the rates contained in the tariff. Any such line item charges will be reflected in the company's tariff. The company shall not assess separately any fees or surcharges, other than government approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Case No. 95-845-TP-COI. The company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charge will be imposed will be filed with the Commission.

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1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.2 Deposits

A Applicants for service or existing Customers whose financial condition is not applicable under the rules of the Public Utilities Commission of Ohio may be required prior to establishing service to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

B The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.

C Guarantee of Payment: The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon 30 days' written notice to the Company. Should the guarantee contract be insufficient according to (D) below, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Ohio Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account the guarantor has guaranteed unless the guarantor waives such notice in writing.

D Reestablishment of credit: An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill together with the reconnection charge, and to reestablish his credit by depositing the amount prescribed in Section 1.9.2.

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1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.3 Refund of Deposits

A A deposit will be refunded to a customer after twelve consecutive months of prompt payments, as defined in "Explanation of Terms", of telephone service invoices. The Company will refund the deposit to the customer by direct payment, or, at the customer's request, apply deposit as a credit to the customer's account.

B 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 within 45 days from the date of termination. Before the service or facility is discontinued, the Company will return the deposit to the customer or, at the customer's request, apply deposit as a credit to the Customer's account.

1.9.4 Interest to Be Paid on Deposits

A Interest will be paid on in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:

- (i) by credit to the customer's account once annually;
- (ii) by payment to the Customer upon request, once annually;
- (iii) by adding accrued interest to the amount of the deposit when refunded to the customer;
- (iv) by applying interest to any unpaid bill of the Customer upon termination of service with the Company.

All requirements for deposits will be consistent with 4901:1-5-13 of the Commission's Minimum Telephone Service Standards.

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1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.5 Bills and Collection of Charges

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

A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.

B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for 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 thirty (30) days.

D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.5 Bills and Collection of Charges (cont'd)

E 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.

F A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

G A minimum charge of \$10 and a maximum charge of \$25 will be assessed for checks with insufficient funds or non-existing accounts. The Company may waive the bad check charge under appropriate circumstances.

H If Customer chooses to place information services provider (ISP) calls or receives calls via a non-Budget Phone, Inc. affiliated carrier, customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company or its affiliates.

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1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.6 Disputed Bills

A The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.

B The date of the dispute shall be the date the customer notifies the Company to enable it to investigate the dispute.

C The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute or the customer wishes to notify the Commission.

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1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service

1.10.1 Discontinuance of Service by the Company

In connection with the discontinuance of service, the Company will comply with 4901:1-5-17 of the Commission's Minimum Telephone Service Standards.

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1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.2 Universal Toll Restriction

Universal toll restriction is a service arrangement whereby calls dialed over an individual residence or non-residence exchange service to other than the local service area are restricted and the calling person receives an announcement.

Universal toll restriction will be provided, where facilities permit, subject to the following: • Toll restriction will not allow 1+, 0+, 0-, 10-XXX, 900 service code, or 700 code toll calls.

- Toll restricted services will not have dial access to Company operators, except for Directory Assistance.
- Toll restriction does not provide restriction of 411 calls, or nonchargeable calls to numbers such as public emergency service 911, or 950 calls. Calls to 800 service will be permitted only from residence service.
- Subscribing to toll restriction does not relieve customers of responsibility for calls charged to their telephone number(s).

The Company shall not be liable to the customer or any other person or entity for damages of any nature or kind arising out of, resulting from, or in connection with the provision of the service, including without limitation, the inability to access the operator or any on toll free number for any purpose.

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1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

RESERVED FOR FUTURE USE

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1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.2 Discontinuance of Service by Customer

A 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:

Where the Company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

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1. Local Exchange Service Regulations (cont'd)

1.11 Restoral of Service

- A When Customer's service has been permanently disconnected in accordance with this tariff and the service has been finalized through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.
- B An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his local service bills may be required to pay such bill including any appropriate reconnection charge, and to reestablish his credit by depositing the amount prescribed in Section 1.9.2.

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1. Local Exchange Service Regulations (cont'd)

1.12 Transfers and Assignments

- A 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, upon the approval, with an appropriate application with the PUCO, (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

1.13 Notices and Communications

- A 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.
- B 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 an address on the bill for service to which the Customer shall mail payment for that bill.
- C All notices or other written 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 have been presumed to have been delivered to the party on the third business day following the 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 comes first.

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1. Local Exchange Service Regulations (cont'd)

- D The Company or 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 notices set forth herein.

1.14 Promotional Offers

- A The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made and shall be conducted in accordance with the provisions of state rules and regulations. The only limitation upon a promotional offering shall be that the waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per customer basis. All promotional offers will be previously submitted to the Commission.

1.15 Individual Case Basis (ICB) Arrangements

- A Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer's in writing and on a non-discriminatory basis, and will be filed with the Commission for approval.

1.16 Customer Service

- A Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

2 Service Descriptions and Rates

General

- A Budget Phone, Inc.'s local service enables the business Customer to:
- (i) receive calls from other stations on the public switched telephone network;
 - (ii) place calls to other stations on the public switched telephone network;
 - (iii) access the Company's business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
 - (iv) access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (10XXX).
- B Calls to information service providers (900/976) will be automatically blocked free of charge on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.

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2. Services Description and Rates (cont'd)

2.1 Serving Areas

2.1.1 Counties

- A The Company will serve these counties within the territory served by Ameritech. This tariff is effective only in those areas where a Commission approved interconnection agreement exists.

Adams	Hocking	Ross
Athens	Jackson	Sandusky
Belmont	Jefferson	Scioto
Brown	Lake	Seneca
Butler	Lawrence	Shelby
Carroll	Licking	Stark
Champaign	Lorain	Summit
Clark	Lucas	Trumbull
Clinton	Madison	Tuscarawas
Columbiana	Mahoning	Union
Coshocton	Medina	Vinton
Cuyahoga	Meigs	Warren
Delaware	Miami	Washington
Erie	Monroe	Wayne
Fairfield	Montgomery	Wood
Fayette	Morgan	Wyandot
Franklin	Muskingum	
Gallia	Noble	
Geauga	Ottawa	
Greene	Perry	
Guernsey	Pickaway	
Hancock	Pike	
Harrison	Portage	
Highland	Preble	

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2. Services Description and Rates (cont'd)

2.1 Serving Areas

2.1.2 Exchange Service Areas

Exchange Services are provided in limited geographic areas. Exchange Services are provided at the following locations and in the following areas:

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Aberdeen	Aberdeen Ripley
Akron	Akron Atwater
Greensburg	Hartville Kent Manchester Mogadore North Canton Uniontown Ravenna Rootstown
Alliance	Alliance Atwater Canton Marlboro Sebring

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Alton	Columbus Met. Area London
Arabia	Arabia Guyan Ironton Walnut
Atwater	Akron Atwater Alliance Kent Marlboro Ravenna Rootstown
Barnesville	Barnesville Beallsville Bethesda Somerton
Beallsville	Beallsville Barnesville Bethesda Clarington Somerton Woodsfield

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
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Beavercreek	Dayton Met. Area Donnelsville Enon Jamestown Medway New Carlisle Spring Valley Xenia
Bedford	Cleveland Met. Area Chesterland
Belfast	Belfast Hillsboro Marshall Sugar Tree Ridge
Bellaire	
Bellbrook	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley Xenia
Belpre	Belpre Marietta

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA

EXCHANGE AREAS IN LOCAL SERVICE AREA

Berea	Cleveland Met. Area Chesterland
Bethesda	Bethesda Barnesville Beallsville Somerton
Bloomingtonburg	Bloomingtonburg Jeffersonville New Holland Sedalia Washington Ct. House
Bloomingtonville	Bloomingtonville Castalia Sandusky
Bowersville	Bowersville Jamestown Milledgeville Xenia
Brecksville	Cleveland Met. Area Chesterland
Burton	Burton Chagrin Falls Cleveland Terrace

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA

Canal Fulton

Canal Winchester

Canfield

Canton

EXCHANGE AREAS IN LOCAL SERVICE AREA

Canal Fulton

Akron

Canton

Manchester

Massillon

North Canton

Columbia Met. Area

Carroll

Lancaster

Canfield

North Jackson

North Lima

Salem

Youngstown

Canton

Alliance

Canal Fulton

Hartville

Louisville

Magnolia

Waynesburg

Marlboro

Massillon

Navarre

North Canton

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA

EXCHANGE AREAS IN LOCAL SERVICE AREA

Carroll

Carroll
Bloomington
Sandusky

Cedarville

Cedarville
Jamestown
Pitchin
South Solon
South Charleston
Yellow Springs - Clifton
Xenia

Centerville

Dayton Met. Area
Donnelsville
Enon
Medway
Franklin
New Carlisle
Spring Valley

Chagrin Falls

Burton
Cleveland Met. Area
Chesterland

Cheshire

Cheshire
Gallipolis
Vinton

Chesterland

Chesterland
Cleveland Met. Area
Kirtland

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA

EXCHANGE AREAS IN LOCAL SERVICE AREA

Carroll

Carroll
Bloomingville
Sandusky

Castalia

Castalia
Bloomingville
Sandusky

Cedarville

Cedarville
Jamestown
Pitchin
South Solon
South Charleston
Yellow Springs - Clifton
Xenia

Centerville

Dayton Met. Area
Donnelsville
Enon
Medway
Franklin
New Carlisle
Spring Valley

Chagrin Falls

Burton
Cleveland Met. Area
Chesterland

Cheshire

Cheshire
Gallipolis
Vinton

Chesterland

Chesterland
Cleveland Met. Area
Kirtland

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Conesville	Conesville Coshocton Dresden West LaFayette
Corning	Corning New Lexington Shawnee
Coshocton	Coshocton Conesville West LaFayette
Dalton	Dalton Massillon
Danville	Danville Hillsboro Sugar Tree Ridge
Dayton	Dayton Met. Area Donnelsville Enon Franklin Jamestown Medway Middletown New Carlisle Spring Valley

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Dayton	Yellow Springs-Clifton Xenia
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Donnellsville	Donnellsville Dayton Met. Area Enon Medway New Carlisle North Hampton Springfield
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Dresden	Dresden Conesville Zanesville
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Dublin	Columbus Met. Area
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Duffy	Duffy Clarington Graysville New Matamoras Woodsfield
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East Liverpool	East Liverpool Lisbon Rogers Salineville Wellsville
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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

East Palestine	East Palestine Columbiana Lisbon New Waterford Rogers Salem Youngstown
Enon	Enon Dayton Met. Area Donnelsville Springfield Yellow Springs-Clifton
Fairborn	Dayton Met.Area Donneslville Enon Medway New Carlisle Spring Valley Yellow Springs-Clifton
Findlay	Findlay
Fletcher - Lena	Fletcher - Lena Christiansburg Piqua

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Fostoria	Fostoria New Riegel
Franklin	Dayton Franklin Miamisburg-West Carrollton Middletown
Fremont	Fremont Lindsey
Fultonham	Fultonham New Lexington Roseville Somerset Zanesville
Gahanna	Columbus Met. Area
Gallipolis	Gallipolis Cheshire Guyan Rio Grande Vinton Walnut
Gates Mills	Cleveland Met. Area Chesterland Kirtland Mentor

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Girard	Girard Hubbard Niles Youngstown
Glenford	Glenford New Lexington Somerset Thornville
Gnadenhutten	Gnadenhutten Newcomerstown Uhrichsville
Graysville	Graysville Duffy Lewisville New Matamoras Woodsfield
Greensburg	Greensburg Akron Manchester North Canton Uniontown
Grove City	Columbus Met. Area
Groveport	Columbus Met.

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Guyan	Guyan Arabia Gallipolis Walnut
Harrisburg	Columbus Met. Area London
Hartville	Hartville Akron Canton Louisville Marlboro North Canton Uniontown
Hillcrest	Cleveland Met. Area Chesterland Kirtland
Hilliard	Columbus Met. Area
Hillsboro	Hillsboro Belfast Danville Marshall Rainsboro Sugar Tree Ridge

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Holland	Toledo Met. Area
Hubbard	Hubbard Girard Lowellville Youngstown Sharon
Independence	Cleveland Met. Area Chesterland
Ironton	Ironton Arabia
Jamestown	Jamestown Beavercreek Bowersville Cedarville Dayton Jeffersonville Milledgeville South Solon Xenia
Jeffersonville	Jeffersonville Bloomington Jamestown Milledgeville Sedalia South Solon Washington Ct. House

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Kent	Kent Akron Atwater Mantua Mogadore Ravenna Rootstown
Kirtland	Kirtland Chesterland Gates Mills Hillcrest Mentor Painesville Terrace Wickliffe Willoughby
Lancaster	Lancaster Canal Winchester Carroll Rushville Sugar Grove
Leetonia	Leetonia Lisbon Columbiana Salem Youngstown

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Leroy	Leroy Cleveland Mentor Painesville Willoughby
Lewisville	Lewisville Graysville Woodsfield
Lindsey	Lindsey Fremont
Lisbon	Lisbon Columbiana East Liverpool East Palestine Leetonia Rogers Salem Salineville Wellsville New Waterford
Lockbourne	Columbus Met. Area

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

London	London Alton Columbus Harrisburg Sedalia South Charleston South Solon South Vienna West Jefferson
Louisville	Louisville Canton Hartville North Canton
Lowellville	Lowellville Hubbard North Lima Youngstown
Magnolia-Waynesburg	Magnolia-Waynesburg Canton
Manchester	Manchester Akron Canal Fulton Greensburg
Mantua	Mantua Kent

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Ravenna

Marietta	Marietta Newport Belpre New Matamoras
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Marlboro	Marlboro Alliance Atwater Canton Hartville Rootstown
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Marshall	Marshall Belfast Hillsboro Rainsboro
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Martins Ferry- Bridgeport

Massillon	Massillon Canal Fulton Canton Dalton Navarre North Canton
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Maumee	Toledo Met. Area
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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Medway	Medway Dayton Met. Area Donnelsville New Carlisle Springfield
Mentor	Mentor Gates Mills Kirtland Leroy Painesville Wickliffe Willoughby
Miamisburg-West	Dayton Met. Area Donnelsville Enon Franklin Medway New Carlisle Spring Valley
Middletown	Middletown Dayton Franklin Monroe Trenton
Milledgeville	Milledgeville Bowersville Jamestown Jeffersonville Washington Ct. House

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Mingo Junction	Mingo Junction Steubenville
Mogadore	Mogadore Akron Kent Uniontown
Monroe	Monroe Middletown Trenton
Montrose	Cleveland Met. Area
Murray City	Murray City Nelsonville Shawnee
Navarre	Navarre Canton Massillon
Nelsonville	Nelsonville Murray City Shawnee
New Albany	Columbus Met.

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

New Carlisle	New Carlisle Christiansburg Dayton Met. Area Donnelsville Medway North Hampton Springfield
Newcomerstown	Newcomerstown Gnadenhutten West LaFayette
New Holland	New Holland Bloomington Washington Ct. House
New Lexington	New Lexington Corning Fultonham Glenford Roseville Shawnee Somerset Thornville Zanesville
New Matamoras	New Matamoras Duffy Graysville Marietta Newport

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Newport	Newport Marietta New Matamoras
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New Riegel	New Riegel Fostoria Tiffin
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New Waterford	New Waterford Columbiana East Palestine Rogers Lisbon North Lima Youngstown
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Niles	Niles Girard North Jackson Youngstown
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North Canton	North Canton Akron Canal Fulton Canton Greensburg Hartville Louisville Massillon Uniontown
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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

North Hampton	North Hampton Christiansburg Donnelsville New Carlisle Springfield Tremont City
North Jackson	North Jackson Canfield Niles Youngstown
North Lima	North Lima Canfield Columbiana Lowellville Youngstown New Waterford
North Royalton	Cleveland Met. Area Chesterland
Norwich	Norwich Philo Zanesville
Olmsted Falls	Cleveland Met. Area Chesterland

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Painesville	Painesville Kirtland Leroy Mentor Willoughby
Perrysburg	Toledo Met. Area
Philo	Philo Norwich Roseville Zanesville
Piqua	Piqua Fletcher-Lena Pitchin Cedarville South Charleston Springfield Yellow Springs-Clifton
Rainsboro	Rainsboro Hillsboro Marshall
Ravenna	Akron Atwater Ravenna Kent Mantua Rootstown

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Reynoldsburg Columbus Met. Area

Rio Grande Rio Grande
Gallipolis
Vinton
Walnut

Ripley Ripley
Aberdeen

Rogers Rogers
Columbiana
East Liverpool
East Palestine
Lisbon
New Waterford

Rootstown Rootstown
Atwater
Kent
Marlboro
Ravenna
Akron

Roseville Roseville
Fultonham
New Lexington
Philo
Zanesville

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Rushville	Rushville Lancaster Somerset Thornville
St. Clairsville	Bethesda
Salem	Canfield East Palestine Salem Columbiana Leetonia Lisbon Youngstown
Salineville	Salineville East Liverpool Lisbon Wellsville
Sandusky	Sandusky Bloomingville Castalia
Sebring	Sebring Alliance
Sedalia	Sedalia Bloomingburg Jeffersonville London South Solon

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Sharon	Sharon Hubbard Youngstown
Shawnee	Shawnee Corning Murray City Nelsonville New Lexington
Somerset	Somerset Fultonham Glenford New Lexington Rushville Thornville
Somerton	Somerton Barnesville Beallsville Bethesda Woodsfield
South Charleston	South Charleston Cedarville London Pitchin South Solon South Vienna Springfield

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

South Solon	South Solon Cedarville Jamestown Jeffersonville London Sedalia South Charleston
South Vienna	South Vienna London South Charleston Springfield
Springfield	Springfield Donnelsville Enon Medway New Carlisle North Hampton Pitchin South Charleston South Vienna Tremont City Yellow Springs-Clifton
Spring Valley	Spring Valley Dayton Met. Area Xenia

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Steubenville	Steubenville Mingo Junction Toronto
Strongsville	Cleveland Met. Area Chesterland
Sugar Grove	Sugar Grove Lancaster
Sugar Tree Ridge	Sugar Tree Ridge Belfast Danville Hillsboro Winchester
Terrace	Cleveland Met. Area Burton Chesterland Kirtland
Thornville	Thornville Glenford New Lexington Rushville Somerset
Tiffin	Tiffin New Riegel

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Toledo	Toledo Met. Area
Toronto	Toronto Steubenville Wellsville
Tremont City	Tremont City North Hampton Springfield
Trenton	Trenton Middletown Monroe
Trinity	Cleveland Met. Area Chesterland
Uhrichsville	Uhrichsville Gnadenhutten
Uniontown	Uniontown Akron Greensburg Mogadore Hartville North Canton
Upper Sandusky	Upper Sandusky

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Vandalia	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley
Victory	Cleveland Met. Area Chesterland
Vinton	Vinton Cheshire Gallipolis Rio Grande
Walnut	Walnut Arabia Gallipolis Guyan Rio Grande
Washington Ct. House	Washington Ct. House Bloomingburg Jeffersonville Milledgeville New Holland
Wellsville	Wellsville East Liverpool Lisbon Salineville Toronto

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Westerville Columbus Met. Area

West Jefferson Columbus Met.
London

West LaFayette West LaFayette
Conesville
Coshocton
Newcomerstown

Whitehouse Toledo Met.

Wickliffe Cleveland Met. Area
Chesterland
Kirtland
Mentor

Willoughby Cleveland Met. Area
Chesterland
Kirtland
Leroy
Mentor
Painesville

Winchester Winchester
Sugar Tree Ridge

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Woodsfield	Woodsfield Beallsville Clarrington Duffy Graysville Lewisville Somerton
Worthington	Columbus Met. Area
Xenia	Xenia Beavercreek Bellbrook Bowersville Cedarville Jamestown Spring Valley Yellow Spring-Clifton Dayton

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA

EXCHANGE AREAS IN LOCAL SERVICE AREA

Yellow Springs-Clifton

Yellow Springs-Clifton

Cedarville

Enon

Fairborn

Pitchin

Xenia

Springfield

Dayton

Zanesville

Zanesville

Dresden

Fultonham

Norwich

Philo

Roseville

New Lexington

Pitchin

Pitchin

Cedarville

South Charleston

Springfield

Yellow Springs-Clifton

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2. Services Description and Rates (cont'd)

2.1.4 Calling Areas

A) Metropolitan Areas

- 1) The exchange areas included in the Cleveland Metropolitan Area are as follows:

Cleveland	North Royalton
Bedford	Olmstead Falls
Berea	Strongsville
Brecksville	Terrace
Chagrin Falls	Trinity
Gates Mills	Victory
Hillcrest	Wickliffe
Independence	Willoughby
Montrose	

- 2) The exchange areas included in the Columbus Metropolitan Area are as follows:

Columbus	Hilliard
Alton	Lockbourne
Canal Winchester	New Albany
Dublin	Reynoldsburg
Gahanna	Westerville
Grove City	West Jefferson
Groveport	Worthington
Harrisburg	

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2. Services Description and Rates (cont'd)

2.1.4 Calling Areas

A) Metropolitan Areas (cont'd)

3) The exchange areas included in the Dayton Metropolitan Area are as follows:

Dayton	Fairborn
Beavercreek	Miamisburg-West Carrollton
Bellbrook	Vandalia
Centerville	

4) The exchange areas included in the Toledo Metropolitan Area are as follows:

Toledo	Holland
Maumee	Perrysburg
Whitehouse	

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2 Service Descriptions and Rates (cont'd)

2.2 Feature Descriptions

- A The Company's local exchange services have a variety of available features that let the Customer design a service tailored to meet their needs. Below are feature descriptions.

Caller ID with Number

Allows for the automatic delivery of a calling party's number to the called customer. The telephone number is displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call waiting tone, but the new incoming call number will not be displayed.

Caller ID with Name and Number

Allows for the automatic delivery of a calling party's name and number to the called party. The name and number are displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call-waiting tone, but the new incoming name and number will not be displayed.

Caller ID Blocking Per Line

Provides default blocking of delivery of the calling customer's telephone number. Blocking can be deactivated by the customer by dialing an access code before each call. When the customer hangs up, the default blocking is reinstated.

Caller ID Blocking Per Call

Provides blocking of delivery of the calling customer's telephone number on a per call basis. Blocking can be activated by the customer dialing an access code before each call.

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2 Service Descriptions and Rates (cont'd)

2.2 Feature Descriptions (cont'd)

Call Forward

This optional feature allows all calls directed to a telephone number to be routed to a user defined telephone number. The user can activate/deactivate Call Forward and define a telephone number where all calls will be forwarded. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number.

Call Forward Busy Line

This optional feature forwards calls to a busy station to a predetermined number. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number. The user is charged any applicable usage charges for the forwarded call.

Call Forward Don't Answer

Allows users to re-route a call to a predetermined station in the event that the call is not answered within a customer-specified number of rings. Users are charged for any applicable usage charges on the forwarded call.

Call Pick Up

This optional feature allows a call to be answered from a different line by dialing a code. All lines in the group must be equipped with this feature. The Customer can have an unlimited number of lines in a Call Pick Up group.

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2 Service Descriptions and Rates (cont'd)

2.2 Feature Descriptions (cont'd)

Call Transfer

This optional feature allows the user to transfer any established call to another telephone number (inside or outside of the system) without the assistance of an attendant.

Call Waiting

This optional feature provides a tone to notify a Customer on an existing call that a second call is waiting.

Consultation Hold

This temporary hold feature is inherent in Call Transfer and Three Way Calling. It is activated by depressing the switch hook.

Direct Connect Hotline

This optional feature allows a Customer to automatically dial a designated number whenever the originating telephone goes off hook. This feature is assigned to a phone which is used only for this purpose.

Hunting

This standard feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Typically this feature is used with the customer's main telephone number and several subtending lines so that the customer can receive calls on several lines, although all calls are placed to the same number. Hunting will not work with Call Forward Busy and Don't Answer.

Speed Dial

This optional feature allows a Customer to designate up to six numbers to be called by dialing a code.

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2 Service Descriptions and Rates (cont'd)

2.2 Feature Descriptions (cont'd)

Speed Dial, Expanded

This optional feature allows Customer to designate up to thirty numbers to be called by dialing a code.

Speed Dial, Group

Allows up to five lines on a Customer's system to share a Speed Dial list. This can be either a six number or expanded speed dial list.

Three Way Calling

Allows a user to add a third party to an existing conversation without expensive conferencing equipment. This feature also allows a user to place a call on hold in order to make a consultation call on the same line. When the consultation call is completed the user hangs-up or depresses the flash key on the telephone and is reconnected to the original conversation.

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2 Service Description and Rates (cont'd)2.3 Resold Centrex Service

- A The Company's resold Centrex service allows customers access to a feature rich product traditionally available only to large users. There is also the option of combining products on a single bill, and a choice of term plans. There is a monthly recurring charge, as well as a usage based charge.

2.3.1 Line Rates

Term Plan	Monthly Recurring Charge		Per Call Charge	
	Min.	Max.	Min.	Max.
Month to Month	\$18.00	\$70.00	\$.05	\$.20
One Year	\$15.00	\$62.50	\$.05	\$.20
Two Year	\$13.00	\$60.50	\$.05	\$.20
Three Year	\$12.95	\$59.90	\$.05	\$.20

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2. Service Description and Rates (cont'd)

2.3 Resold Centrex Service (cont'd)

2.3.2 Number Retention Charge (Reserved for Future Use)

2.3.3 Number Release Charge (Reserved for Future Use)

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2. Service Description and Rates (cont'd)

2.3 Resold Centrex Service (cont'd)

2.3.4 Feature Package

The feature package allows the customer to select any combination or all of the following features for a single monthly recurring charge, rather than subscribing to these features separately:

Call Pick Up	Call Forward - Variable
Call Transfer	Three Way Conference Calling
Call Hold	Call Waiting
Speed Dial	

2.3.4.1 Rates

	Min.	Max.
Non Recurring Charge	\$1.00	\$20.00
Monthly Recurring Charge	\$3.00	\$11.00

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2 Service Description and Rates (cont'd)

2.4 Resold Business Line Service

- A Resold Business Line service offers the Customer a choice of billing options, and a host of optional features. Term plans are also available.

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2 Service Description and Rates (cont'd)2.4 Resold Business Line Service

2.4.2 Rates

Billing Option 1 - Customers receive a lower monthly recurring line charge in exchange for a term plan.

Term Plan	Monthly Recurring Charge		Per Call Charge	
	Min.	Max.	Min.	Max.
Month to Month	\$25.00	\$75.00	\$.05	\$.24
One Year	\$21.00	\$63.00	\$.05	\$.24
Two Year	\$18.00	\$54.00	\$.05	\$.24
Three Year	\$16.00	\$48.00	\$.05	\$.24

Billing Option 2 - Customers receive a lower incremental charge in exchange for a term plan.

Term Plan	Monthly Recurring Charge		Incremental Charge*	
	Min.	Max.	Min.	Max.
Month to Month	\$25.00	\$75.00	\$.016	\$.036
One Year	\$25.00	\$75.00	\$.014	\$.034
Two Year	\$25.00	\$75.00	\$.012	\$.032
Three Year	\$25.00	\$75.00	\$.009	\$.029

* Billing is in six second increments with an 18 second minimum.

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2 Service Description and Rates2.5 Features For feature descriptions, see Section 2.2

	Non Recurring Charge		Monthly Recurring Charge	
	Min.	Max.	Min.	Max.
Call Forward	\$1.00	\$20.00	\$1.00	\$8.00
Call Forward Busy Line	\$1.00	\$20.00	\$.50	\$3.00
Call Forward Don't Answer	\$1.00	\$20.00	\$.50	\$3.00
Call Pick Up	\$1.00	\$20.00	\$1.00	\$8.00
Call Pick Up - Group	\$1.00	\$20.00	\$.50	\$3.00
Call Transfer	\$1.00	\$20.00	\$1.00	\$8.00
Call Waiting	\$1.00	\$20.00	\$1.00	\$8.00
Caller ID Name and Number	\$30.00	\$60.00	\$5.00	\$13.00
Caller ID Number	\$30.00	\$60.00	\$5.00	\$13.00
Caller ID Blocking (per line)	\$1.00	\$20.00	\$.50	\$3.00
Caller ID Blocking (per call)	\$.00	\$0.00	\$.00	\$.00
Consultation Hold	\$1.00	\$20.00	\$1.00	\$8.00
Direct Connect Hotline	\$1.00	\$20.00	\$1.00	\$8.00
Non-Listed Number (per line)	\$5.00	\$15.00	\$.95	\$4.00
Non-Published Listing (per listing)	\$5.00	\$15.00	\$.95	\$4.00
Speed Dial	\$1.00	\$20.00	\$1.00	\$8.00
Speed Dial, Expanded	\$1.00	\$20.00	\$1.00	\$8.00
Speed Dial, Group	\$1.00	\$20.00	\$8.00	\$19.00*
Three Way Calling	\$1.00	\$20.00	\$1.00	\$8.00

*Monthly Recurring Charge is per group of lines equipped, not per line. A maximum of five lines may be equipped with this feature.

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2 Service Description and Rates (cont'd)

2.6 Service Conversion Fees

- A Customers will be assessed a non-recurring fee for converting existing lines to the Company's service.

2.6.1 Rates

	Min.	Max.
First Line	\$41.00	\$102.00
Additional Line	\$11.00	\$52.00

2.6.2 Service Conversion Waiver

- A Customers who opt for a term plan agreement are eligible for 100% waiver of Service Conversion Charges.

2.7 Installation Fees

- A A non-recurring installation fee will be assessed when a new line is added to a new or existing account.

2.7.1 Rates

	Min.	Max.
First Line	\$68.00	\$156.00
Additional Line	\$19.00	\$58.00

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2 Service Description and Rates (cont'd)

2.8 Directory Listings

2.8.1 Description

Directory listing will be provided in accordance with Section 1.6 of this tariff. The following types of listings are available:

- (i) Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;
- (ii) Additional Listings. Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;
- (iii) Non-Published Listings. Nonpublished listing are not printed in directories nor are they available from directory assistance. Nonpublished listings are subject to the provisions set forth in Sections 1.2 and 1.6;
- (iv) Non-Listed Numbers. Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listing are available from directory assistance;
- (v) Foreign Listing. A foreign listing is one which is published in a directory not in the Customer's immediate calling area;
- (vi) Extra Line Listings. Provides additional information after a main or additional listings.
- (vii) Cross Reference Listing. This provides a reference to another listing in the same directory.

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2 Service Description and Rates (cont'd)2.8 Directory Listings

2.8.2 Rates

	Non-Recurring Charge		Monthly Recurring Charge	
	Min.	Max.	Min.	Max.
Primary Listing	n/c	n/c	n/c	n/c
Additional Listing	\$5.00	\$15.00	\$.95	\$4.00
Foreign Listing	\$5.00	\$15.00	\$.95	\$4.00
Extra Line Listing	\$5.00	\$15.00	\$.95	\$4.00
Cross Reference Listing	\$5.00	\$15.00	\$.95	\$4.00

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2 Service Description and Rates (cont'd)

2.9 Directory Assistance

A The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A monthly allowance of one call to Directory Assistance per account is allowed at no charge. A maximum of two number requests per call will be allowed.

B The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.

2.9.1 Rates

For all calls to directory assistance beyond the monthly allowance specified above, the following charge will apply per call:

Min.	Max.
\$.20	\$1.00

For all requests for Directory Assistance Call Completion, the following additional charge will apply:

Min.	Max.
\$.20	\$.40

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2 Service Description and Rates (cont'd)

2.9 Directory Assistance

2.9.2 Directory Assistance Credits

A Credit will be given for calls to Directory Assistance as follows:

- (i) The Customer experiences poor transmission or is cut-off during the call;
- or
- (ii) The Customer is given the incorrect telephone number.

B To obtain credit, the Customer must contact its Customer Service representative.

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2 Service Description and Rates (cont'd)

2.10 Operator Services

2.10.1 General

A The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:

(i) Third Party Billing. Provides the Customer with the ability 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;

(ii) Collect Calls. Provides the Customer with the capability to charge a call 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;

(iii) Calling Cards. Provides the Customer with the capability of placing a call using a credit card of an interexchange carrier with or without the assistance of an operator;

(iv) 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;

(v) Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

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2 Service Description and Rates (cont'd)2.10 Operator Services

A. Rates

	Min.	Max.
Automated Calling Card Station to Station	\$.10	\$1.00
Customer Dialed - Operator Assisted	\$.25	\$1.70
Calling Card - Station-to-Station	\$.25	\$1.70
Operator Handled - Collect Calls	\$1.00	\$2.50
Operator Handled - Station-to-Station	\$.25	\$2.50
Operator Handled - Person-to-Person	\$1.00	\$4.80
Operator Handled - Third Number Billed	\$.50	\$2.50

2.11 IntraLATA Presubscription2.11.1 General

- A IntraLATA presubscription is a procedure whereby a subscriber designates to the Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA carrier on a per call basis.

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2 Service Description and Rates (cont'd)

2.11 IntraLATA Presubscription

2.11.2 IntraLATA Presubscription Offering

Option A: Subscriber may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription;

Option B: Subscriber may select his/her interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;

Option C: Subscriber may select a carrier other than the Company for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;

Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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2 Service Description and Rates (cont'd)

2.11 IntraLATA Presubscription (cont'd)

2.11.3 Rules and Regulations

- A Subscribers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.
- B Subscribers of record or new subscribers may select either Options A, B, C or D for intraLATA presubscription.
- C Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph 2.11.5 below.

2.11.4 Procedures

- A New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Company. The Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

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2 Service Description and Rates (cont'd)

2.11 IntraLATA Presubscription (cont'd)

2.11.4 Procedures

- B If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, the Company will read a random listing of all available intraLATA carrier to aid the subscriber in selection. If selection is still not possible, the Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Company of an intraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Company of his/her choice for intraLATA toll carrier, the subscriber will not have a presubscribed intraLATA toll carrier(s), but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Company of a choice for intraLATA toll presubscription within the 90 day period will not be assessed a service charge for the initial subscriber request.

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2 Service Description and Rates (cont'd)

2.11 IntraLATA Presubscription (cont'd)

2.11.4 IntraLATA Presubscription Procedures (cont'd)

- C Subscribers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in 2.11.5 below. If a customer of record inquires of the Company of the carriers available for intraLATA toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection.

2.11.5 IntraLATA and InterLATA Presubscription Charges

A Application of Charges

After a subscriber's initial selection for a presubscribed intraLATA toll carrier and as detailed in paragraph 2.11.4 above, or for any initial selection of a presubscribed IntraLATA carrier, for any change thereafter, a Presubscription Change Charge, as set forth in Paragraph 2.11.5 B will apply.

B Non Recurring Charges

(1) IntraLATA or InterLATA Presubscription Change Charge

	Min.	Max.
Change in primary IntraLATA / interLATA carrier	\$5.00	\$15.00
Change in additional line IntraLATA / interLATA carrier	\$1.00	\$10.00

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2 Service Description and Rates (cont'd)2.12 Reserved for Future Use2.13 Insufficient Fund Charge

A As detailed in Section 1.9.5 of this Tariff, an insufficient fund charge will apply under certain circumstances.

Min.	Max.
\$10.00	\$30.00

2.14 Universal Toll Restriction

A Please see section 1.10 for regulations pertaining to toll restriction.

	Residence		Business	
	Min.	Max.	Min.	Max.
Nonrecurring charge, per service	\$6.00	\$24.00	\$15.00	\$60.00
Monthly, per service	\$3.00	\$12.00	\$32.00	\$130.00

2.15 Carrier to Carrier Rates

As a LEC that provides local service through its own facilities or in combination with its own facilities, all of the company's resale service offerings, with the exception of services not available for resale pursuant to Section IX.C. of the local competition guidelines, are available for resale to any other LEC on a non-discriminatory basis, at the retail rates set forth herein.

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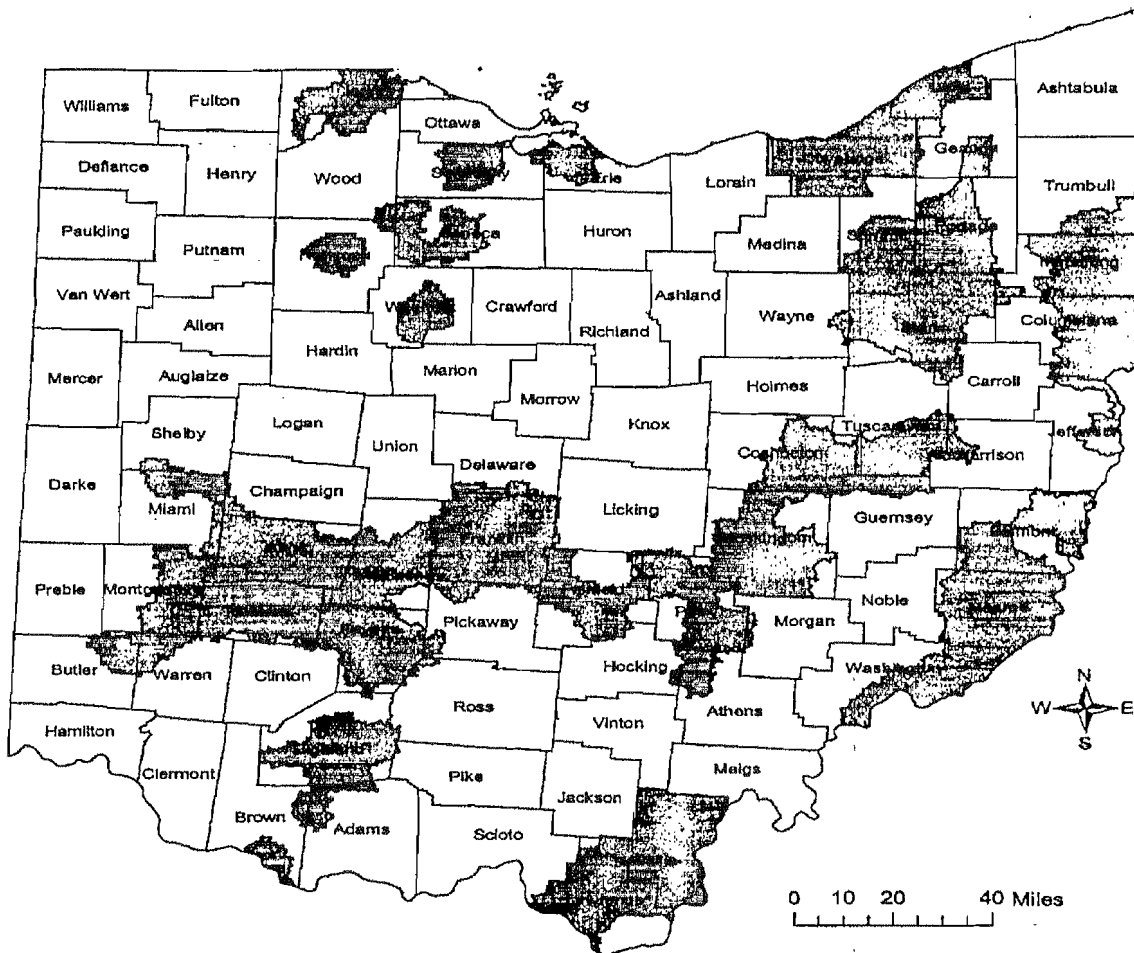
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2.16 Proposed Service Area

OHIO SERVICE AREA



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3. Local Exchange Service Price List

3.1 Resold Centrex Service

Without a Company long distance calling plan:

	Monthly Recurring Charge	Per Call Charge
Term Plan		
Month to Month	\$35.00	\$.08
One Year	\$31.25	\$.08
Two Year	\$30.25	\$.08
Three Year	\$29.95	\$.08

With a Company long distance calling plan:

	Monthly Recurring Charge	Per Call Charge
Term Plan		
Month to Month	\$28.00	\$.08
One Year	\$24.25	\$.08
Two Year	\$23.25	\$.08
Three Year	\$22.95	\$.08

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3 Local Exchange Service Price List (cont'd)3.1 Resold Centrex Service (cont'd)3.1.1 Features

For descriptions of features, see Section 2.2 of this tariff.

	Non-Recurring Charge	Monthly Recurring Charge
Call Forward	\$10.00	\$2.79
Call Forward Busy Line	\$2.00	\$1.50
Call Forward Don't Answer	\$2.00	\$1.50
Call Pick Up	\$10.00	\$2.79
Call Pick Up - Group	\$10.00	\$1.00
Call Transfer	\$10.00	\$2.79
Call Waiting	\$10.00	\$2.79
Caller ID Number	\$42.00	\$6.50
Caller ID Blocking (per call)	N/A	N/c
Caller ID Blocking (per line)	\$10.00*	N/c
Consultation Hold	\$10.00	\$2.79
Direct Connect Hotline	\$10.00	\$5.50
Non-Listed Number (per line)	\$10.00	\$1.95
Non-Published Listing (per listing)	\$10.00	\$1.95
Speed Dial	\$10.00	\$2.79
Speed Dial, Expanded	\$10.00	\$3.79
Speed Dial, Group	\$10.00	\$9.75
Three Way Calling	\$10.00	\$2.79

*No charge for non-published customers

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3 Local Exchange Service Price List (cont'd)

3.2 Resold Business Line Service

Billing Option 1

Without a Company Long Distance Plan:

	Monthly Recurring Charge	Per Call Charge
Term Plan		
Month to Month	\$40.00	\$.08
One Year	\$36.00	\$.08
Two Year	\$33.00	\$.08
Three Year	\$31.00	\$.08

With a Company Long Distance Calling Plan:

	Monthly Recurring Charge	Per Call Charge
Term Plan		
Month to Month	\$33.00	\$.08
One Year	\$29.00	\$.08
Two Year	\$26.00	\$.08
Three Year	\$24.00	\$.08

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3 Local Exchange Service Price List (cont'd)

3.2 Resold Business Line Service

Billing Option 2

Without a Company Long Distance Calling Plan:

	Monthly Recurring Charge	Incremental Charge*
Term Plan		
Month to Month	\$36.00	\$.026
One Year	\$36.00	\$.024
Two Year	\$36.00	\$.022
Three Year	\$36.00	\$.019

With a Company Long Distance Calling Plan:

	Monthly Recurring Charge	Incremental Charge*
Term Plan		
Month to Month	\$29.00	\$.026
One Year	\$29.00	\$.024
Two Year	\$29.00	\$.022
Three Year	\$29.00	\$.019

* Billing is in six second increments with a 18 second minimum.

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3 Local Exchange Service Price List (cont'd)3.2 Resold Business Line Service (cont'd)3.2.1 Features

For feature descriptions, see section 2.2 of this tariff.

	Non-Recurring Charge	Monthly Recurring Charge
Call Forward	\$10.00	\$4.00
Call Forward Busy Line	\$2.00	\$0.75
Call Forward Don't Answer	\$2.00	\$0.75
Call Waiting	\$10.00	\$4.00
Caller ID Name and Number	\$42.00	\$9.00
Caller ID Blocking (per call)	N/c	N/c
Caller ID Blocking (per line)	\$10.00*	N/c
Direct Connect Hotline	\$10.00	\$1.50
Speed Dial	\$10.00	\$4.00
Speed Dial, Expanded	\$10.00	\$4.00
Three Way Calling	\$10.00	\$4.00

*No charge for non-published customers

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3 Local Exchange Service Price List (cont'd)

3.3 Service Conversion Fees

First Line	\$51.00
Additional Line	\$21.00

3.4 Installation Fees

First Line	\$78.00
Additional Line	\$29.00

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3 Local Exchange Service Price List (cont'd)

3.5 Directory Listings

	Non-Recurring Charge	Monthly Recurring Charge
Primary Listing	n/c	n/c
Additional Listing	\$10.00	\$1.95
Foreign Listing	\$10.00	\$1.95
Extra Line Listing	\$10.00	\$1.95
Cross Reference Listing	\$10.00	\$1.95

3.6 Directory Assistance

A For all calls to local directory assistance beyond the monthly allowance of one call per month, the following charge will apply per call:

\$.30 per call

B For all requests for local Directory Assistance Call Completion, the following additional charge will apply:

\$.30 per request

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3 Local Exchange Service Price List (cont'd)3.7 Operator Services

Automated Calling Card Station to Station	\$.50
Customer Dialed - Operator Assisted-	\$1.25
Calling Card - Station-to-Station	\$1.25
Operator Handled - Station-to-Station	\$1.10
Operator Handled - Person-to-Person	\$3.00
Operator Handled - Third Number Billed	\$1.50
Operator Handled - Collect Calls	\$1.50

3.8 Presubscription

Change in carrier, first line, non-recurring	\$ 5.00
Change in carrier, each add'l line, non-recurring	\$ 1.50

3.9 Insufficient Fund Charge \$15.003.10 DePICing charge currently waived3.11 E-911 \$0.12 per month
Ameritech pass through3.12 Carrier to Carrier Rates

As a LEC that provides local service through its own facilities or in combination with its own facilities, all of the company's resale service offerings, with the exception of services not available for resale pursuant to Section IX.C. of the local competition guidelines, are available for resale to any other LEC on a non-discriminatory basis, at the retail rates set forth herein.

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4. **Toll Service Regulations**

4.1 **Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company for interexchange telecommunications between points within the State of Ohio. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis in all 88 counties. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

4.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

4.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

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4. **Toll Service Regulations** (cont'd)

- 4.1.3 The Company reserves the right to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff. The Company will comply with 4901:1-5-17 of the Commission's Minimum Telephone Service Standards in regards to discontinuation of toll service.

4.2 **Use of Services**

- 4.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 4.2.
- 4.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 4.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 4.2.4 The Company's services are available for use 24 hours per day, 7 days per week.
- 4.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 4.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff in accordance with 4901:1-5-17 of the Commission's Minimum Telephone Service Standards.

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4. **Toll Service Regulations** (cont'd)

- 4.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 4.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

4.3 **Liability of the Company**

- 4.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 4.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 4.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 4.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

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4. **Toll Service Regulations** (cont'd)

- 4.3.5 Unless caused by the Company's negligence, the Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 4.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 4.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 4.3.8 Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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4. Toll Service Regulations (cont'd)

4.4 Responsibilities of the Customer

- 4.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 4.4.2 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:

Where the Company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.
- 4.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 4.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 4.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 4.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted to network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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4. **Toll Service Regulations** (cont'd)

- 4.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, by improper use of the services, or by use of equipment provided by Customer.
- 4.4.8 The Customer must pay for the loss through theft of any the Company equipment installed at Customer's premises.
- 4.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 4.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

4.5 **Cancellation or Interruption of Services**

- 4.5.1 All requirements for interruptions of service will be consistent with 4901:1-5-16 of the Commission's Minimum Telephone Service Standards.

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4. Toll Service Regulations (cont'd)

4.5.2 RESERVED FOR FUTURE USE

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4. Toll Service Regulations (cont'd)

4.6 Credit Allowance

All requirements for credit allowances for interruptions of service will be consistent with 4901:1-5-16 of the Commission's Minimum Telephone Service Standards.

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4. Toll Service Regulations (cont'd)

4.7 Deposit

All requirements for deposits will be consistent with 4901:1-5-13 of the Commission's Minimum Telephone Service Standards. For more information please refer to Section 1.9.2.

4.8 Payment and Billing

4.8.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

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4. **Toll Service Regulations** (cont'd)

- 4.8.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. It is the responsibility of the Customer to report fraudulent use of the Customer's toll services. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. A deposit may be required prior to initiation of service. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 4.8.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company after such bills are rendered.

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4. **Toll Service Regulations** (cont'd)

4.9 **Taxes**

The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees or other similar fees (i.e. sales tax, municipal utilities tax) which the end user is directly responsible and that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to be included in the rates contained in the tariff. Any such line item charges will be reflected in the company's tariff. The company shall not assess separately any fees or surcharges, other than government approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Case No. 89-563-TP-COI. The company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charge will be imposed will be filed with the Commission.

4.10 **Late Charge**

A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

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4. Toll Service Regulations (cont'd)

4.11 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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

	<u>Minimum</u>	<u>Maximum</u>
Rate Per Call:	\$0.15	\$0.60

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4.12 Presubscribed Interexchange Carrier Charge

A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills as permitted by the Commission.

4.13 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

4.14 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

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Shreveport, Louisiana 71129-2309
(888) 424-5588

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4. Toll Service Regulations (cont'd)

4.15 Service Offerings

4.15.1 1+ Dialing

The customer utilizes "1+" dialing, or "101XXXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "101XXXX" followed by "1 + 7 digits" or "1 + 10 digits" for intraLATA calls.

Minimum Rate

Maximum Rate

\$.05 per minute

\$.25 per minute

4.15.2 Travel Cards.

The Customer utilizes an 11 digit "800" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, followed by the ten digit number of the called party.

Minimum Rate

Maximum Rate

\$.05 per minute

\$.35 per minute

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4. Toll Service Regulations (cont'd)

4.15.3 800 Service (Toll free).

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

Minimum Rate	Maximum Rate
\$.05 per minute	\$.35 per minute
\$10.00 per number	\$30.00 per number

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4. **Toll Service Regulations** (cont'd)

4.15.4 Company Prepaid Calling Cards.

This service permits use of Company Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values. Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's Prepaid Calling Card.

All calls must be charged against a Company Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

A card will expire 12 months from the date of first usage or last recharge. The expiration date will be provided to the Customer at the point of sale. The Company will not refund unused balances.

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4. **Toll Service Regulations** (cont'd)

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

Minimum Rate	Maximum Rate
\$.05 per minute	\$.40 per minute

As Approved in Case No.

Effective Date:

Art Magee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

Budget Phone, Inc.

Issue Date: March 26, 2002

Ohio Tariff No. 1

Section No. 4

Original Page No. 17

4. **Toll Service Regulations** (cont'd)

4.15.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

Minimum Rate

Maximum Rate

\$.50

\$1.00

As Approved in Case No.

Effective Date:

Art Magee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

Budget Phone, Inc.

Issue Date: March 26, 2002

Ohio Tariff No. 1

Section No. 4

Original Page No. 18

4. **Toll Service Regulations** (cont'd)

4.16 **Discontinuance of Service**

- A In addition to enforcing, on its own behalf, the Company's own billing, credit/deposit and disconnection policies with respect to all regulated telephone services provided by the Company itself, the Company is not precluded from entering into formal contracts with other toll service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers.
- B Unless and until it has entered into a formal contract specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit and disconnection policies of any toll service provider.
- C In Case No. 95-790-TP-COI, the Public Utilities Commission of Ohio established a policy under which the procedural and substantive safeguards which are afforded to applicants for local exchange service and to subscribers of local exchange service under Chapter 4901:1-5, O.A.C., as pertains to billing, establishing credit/deposits, and to disconnection, shall also inure to applicants for toll services, regardless of whether such service is provided by a local exchange company or another toll service provider. All practices of the Company, pertaining to either the provision of its own toll service, if any, or as a duly-authorized agent for another toll service provider, shall conform with this policy.

As Approved in Case No.

Effective Date:

Art Magee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

4. **Toll Service Regulations** (cont'd)

- D When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes:
- (i) must not function as a vehicle by which the (nonpaying) toll subscriber is denied access, through presubscription, to any other toll service provider besides the one whose provision of toll service has precipitated the toll disconnection;
 - (ii) must be available from the Company, by tariff, on a nondiscriminatory basis to all toll service providers; and
 - (iii) may consist of either a depicing mechanism or else a selective toll blocking service.
- E Neither purchase of the toll service provider's accounts receivable by the Company, nor a requirement that the Company be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a nondiscriminatory basis to all toll service providers.
- F The following toll disconnection service offerings will be available on a nondiscriminatory basis to all toll service providers in areas where implementation of intraLATA equal access has occurred. This will be the same method that the Company itself utilizes in connection with its own provision, if any, of toll service:
- (i) Universal Toll Restriction: Please refer to section 1.10 for regulations pertaining to universal toll restriction.

As Approved in Case No.

Effective Date:

Art Magee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

Budget Phone, Inc.

Issue Date: March 26, 2002

Ohio Tariff No. 1
Section No. 4
Original Page No. 20

4. Toll Service Regulations (cont'd)

PRICE LIST

1+ Dialing

\$0.149 per minute

Travel Cards

\$0.25 per minute

800 Service

\$0.154 per minute

A monthly service charge of \$20 per number will apply.

Prepaid Calling Cards

\$.30 Per Telecom Unit

Directory Assistance Charges

\$.65 per number requested

Returned Check Charge

\$25.00

As Approved in Case No.

Effective Date:

Art Magee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

Budget PrePay, Inc.
d/b/a Budget Phone

EXHIBIT A - 2

EXISTING OHIO TARIFF NO. 3
(Residential Local)

Budget PrePay, Inc. d/b/a Budget Phone
Issue Date: May 15, 2007

Ohio Tariff No. 3
1st Revised Title Page
Cancels Original Title Page

TITLE SHEET

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO RESIDENTIAL LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF OHIO

As Approved in Case No. 07-____-TP-ACN

Effective Date: June 14, 2007

Ronald Munn, Director Regulatory and Revenue Assurance
Budget Phone, Inc.
1325 Barksdale Blvd., Suite 200
Bossier City, LA 71111

CHECK SHEET

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

SHEET REVISION

1	1 st Revised *
2	4 th Revised *
3	1 st Revised
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	1 st Revised
11	Original
11.1	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	2 nd Revised
25.1	1 st Revised
26	Original
27	Original
28	Original
29	1 st Revised
29.1	Original
29.2	Original
30	Original
31	3 rd Revised
32	3 rd Revised

As Approved in Case No. 07-____-TP-ACN

Effective Date: June 14, 2007

Ronald Munn, Director Regulatory and Revenue Assurance
Budget Phone, Inc.
1325 Barksdale Blvd., Suite 200
Bossier City, LA 71111

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As Approved in Case No.

Effective Date: November 21, 2006

Ronald Munn, Director Regulatory and Revenue Assurance
Budget Phone, Inc.
1325 Barksdale Blvd., Suite 200
Bossier City, LA 71111

EXPLANATION OF SYMBOLS AND REFERENCE MARKS

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

- C Changed regulation
- D Decreased rate
- I Increase rate
- N New rate, regulation
- T Text change

As Approved in Case No. 02-____-TP-ATA

Effective Date:

Art McGee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

APPLICATION OF TARIFF

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by Budget Phone, Inc. hereinafter "Budget Phone", to residential customers within the State of Ohio. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

As Approved in Case No. 02-____-TP-ATA

Effective Date:

Art McGee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

SECTION I - DEFINITIONS

Account Number: Customer's telephone number is the account number

Advance Payment: A Payment that may be required by a local service provider as a means of compensation for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

Application for Service: A standard order form that includes all pertinent billing, technical, and other descriptive information that will enable Company to provide telecommunication service.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Basic Local Service Charge: The charge to provide local dial tone service, without taxes, fees or toll calls included.

Commission: Ohio Public Utilities Commission, unless specifically stated otherwise.

Company: Budget Phone, Inc, which is the issuer of this tariff.

Competitive Local Carrier (CLC): Denotes a common carrier that is issued the appropriate Certificate to provide local exchange telecommunications service.

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

As Approved in Case No. 02-____-TP-ATA

Effective Date: _____

Art McGee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

SECTION I - DEFINITIONS (continued)

Customer-Provided Equipment: Terminal equipment, as defined herein, provided by Customer.

Demarcation Point: The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

Disconnection: The disconnection of a circuit, dedicated access line, or pod connection being used for existing service.

End-User: Any person, firm, corporation, partnership, or other entity that uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

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

Exchange Service: The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

Holidays: Holidays observed by the Company as specified on this tariff.

Incumbent Local Exchange Carrier (ILEC): A local exchange carrier, including successors and assigns that is certified by the commission and was providing basic local exchange service on February 8, 1996.

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.

As Approved in Case No. 02-____-TP-ATA

Effective Date:

Art McGee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

SECTION 1 - DEFINITIONS (continued)

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.

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

Local Service: Service that provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff

Local Service Area: That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time dial tone is achieved.

Premises: Customer premises are all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

(Premises) Inside Wire: Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

As Approved in Case No. 02-____-TP-ATA

Effective Date:

Art McGee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

SECTION 1 - DEFINITIONS (continued)

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

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 or 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 or verbal request for local exchange services requested by the Customer and the Company in a format specified by the Company. The acceptance of the Customer and the Company of a verbal service order and/or the signing of a written 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. Service Order may also be referred to as Customer Service Agreement.

Services: The Company's local telecommunications services offered to the Customer.

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

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

As Approved in Case No. 02-____-TP-ATA

Effective Date:

Art McGee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with the provision of an access line and usage within a local calling area for the transmission of high quality one-way and/or two-way information transmission between points within the State of Ohio.

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, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Terms and Condition

(A) Budget Phone, Inc. wants to provide prepaid service in the state of Ohio. Budget Phone, Inc. provides prepaid service by asking the customer to pay the first month's basic local service plus the Federal Line Charge in advance of the provisioning of dial tone. No customer deposits will be required at this time.

(B) Before a new customer can receive dial-tone, they must first pay for the first month's service for each access line and at least one-third of the activation fee. For example, for basic service, the customer must pay at least:

Budget Phone Basic Plan

First Month's service	\$ 49.95 (each access line)	(I)
Activation Fee	\$ 16.66 (each access line)*	(I)
Total	\$ 66.61	(I)

* Activation Fee is \$50.00 that can be paid over a three-month period. (I)

(C) An application for services, whether made orally or in writing, establishes the contract between the customer and the Company on the terms and conditions set forth in this tariff. The Company does not foresee any reason it would deny a customer service so long as the customer complied with Rule 4901:1-5-13 of the MTSS.

(D) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

(E) 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 fiber optic cable facilities as well as facilities the company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

As Approved in Case No.

Effective Date: January 19, 2007

Ronald Munn, Director Regulatory and Revenue Assurance

Budget Phone, Inc.

1325 Barksdale Blvd., Suite 200

Bossier City, LA 71111

2.1.2 Terms and Conditions (continued)

(F) Customers may be required to enter into written service orders that shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers may also be required to provide and/or execute other documents as may be reasonably requested by the Company such as medical expedites and Safe *way eligibility forms.

(G) At the expiration of the initial month, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Customers may request disconnection verbally or in writing. The company will provide written notice in compliance with Rule 17 of the MTSS to the customer prior to the disconnection of service. Such disconnection shall not relieve the customer of the obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination which would include any past due bills, plus the pro rata amount due for service provided to date, any toll charges and directory assistance charges.

(H) Service is provided on a monthly basis. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein. The prorating of bills for partial monthly service will be calculated on this basis.

(I) This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provisions.

(J) 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 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.

(K) The Customer agrees to operate any 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.

(L) Service may be terminated in accordance with Rule 17 of the MTSS.

(M) No other telecommunications provider may interfere with the right of any person or entity to obtain service directly for the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

As Approved in Case No. 02-____-TP-ATA

Effective Date:

Art McGee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

Customer Eligibility Criteria

(N)

New customers are eligible for Bonus and Deluxe plans if they meet the following requirements:

- A. Customers must subscribe to Budget Phone Local and Long Distance service for both intra and interstate long distance service
- B. This plan is for voice service only and cannot be used for any use deemed inconsistent with residential use by Budget Phone as outlined in E below.
- C. This plan is not available to customers with an account that bills to another number or is the recipient of charges billed from another number.
- D. Customer lines associated with educational institutions (colleges, universities, etc) or businesses are not eligible for this plan.
- E. Access to long distance is for residential voice telephone service only and usage does not include multi-party conference calls, calls to 900 numbers, directory assistance, calling card, operator services, international calling, toll free numbers, telemarketing, commercial, facsimile (commercial), internet, automated dialing, gaming lines and other non-residential use.
- F. Access to long distance is not available for resale.
- G. If Budget Phone determines that usage is not consistent with typical residential customer usage, the customer, at the sole discretion of the company, may be subject to additional charges, loss of unlimited access to long distance service, or to an alternate plan. Budget Phone will provide notification of pending changes in a manner consistent with the requirements of the Commission. Notification will include contact information and will inform the customer of the steps necessary to move to an alternate service arrangement.
- H. For the purpose of the Deluxe plan, typical residential usage is presumed to be total usage that does not exceed 2,000 minutes of intra and interstate usage per billing cycle, per account. Budget Phone's long distance platform will automatically deny calls on accounts that have used the allowed 2,000 minutes. Customers who wish to continue unlimited access to long distance on Budget Phone's platform can purchase additional blocks of time, in the form of Budget Phone pre-paid calling cards, from an authorized Budget Phone agent.
- I. In order to be eligible for this plan, Budget Phone reserves the right to verify that the customer meets the eligibility requirements. Customers who do not or no longer meet the eligibility requirements will not be eligible for this plan.
- J. Budget Phone reserves the right to exclude certain terminating telephone numbers to reflect E above.

(N)

As Approved in Case No.

Effective Date: November 21, 2006

Ronald Munn, Director Regulatory and Revenue Assurance
Budget Phone, Inc.
1325 Barksdale Blvd., Suite 200
Bossier City, LA 71111

2.1.3 Liability of the Company

(A) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

(B) With respect to Emergency Telephone Number Service (911, E911):

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the use of 911 Service. Under the terms of this tariff the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold the Company harmless from any and all losses or claims whatsoever, whether suffered, made instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold the Company harmless for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 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 911 service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its users, agencies or municipalities, or the employees or agents of a one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

As Approved in Case No. 02-____-TP-ATA

Effective Date:

Art McGee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

2.1.4 Provision of Equipment and Facilities

2.1.4.1 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 and shall install service in accordance with Rule 16(D) of the MTSS.

2.1.4.2 The Company shall use reasonable efforts to maintain only facilities and/or equipment 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 or equipment installed by the Company, except upon the written consent of the Company.

2.1.4.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Company.

2.1.4.4 Equipment that the Company provides or installs at the customer premises for use in connection with the services offered by the Company shall not be used for any purpose other than that for which it was provided by the Company.

2.1.4.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment its 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:

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

2.1.5 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 activity may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

As Approved in Case No. 02-____-TP-ATA

Effective Date: _____

Art McGee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

2.1.6 Universal Emergency Telephone Number Service (911, E911)

2.1.6.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.

2.1.6.2 911 information consisting of the name, address and telephone number(s) of customers is confidential. The Company will release such information only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.

2.1.6.3 The 911 calling party, by dialing 911, waives the privacy afforded by unlisted and nonpublished service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.

2.1.6.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point,

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. If such service is requested a good faith estimate of the charges will be provided.

2.1.8 Ownership of Facilities

Title to any facilities or equipment provided in accordance with this tariff remains with the provider of such facilities or equipment, whether it is the Company, the underlying carrier, or their agents or contractors.

As Approved in Case No. 02-____-TP-ATA

Effective Date:

Art McGee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

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 applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer

2.3.1 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.

As Approved in Case No. 02-____-TP-ATA

Effective Date:

Art McGee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

2.3 Obligations of the Customer (continued)

2.3.1 The Customer shall be responsible for:

- (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 cablebuilding entrance or property line to the location of the equipment space described in 2.3.1(c). Any and all 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;
- (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 service 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.

As Approved in Case No. 02-____-TP-ATA

Effective Date:

Art McGee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

2.3.2 Indemnification of the Company by Customer(s)

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 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.

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Art McGee, Comptroller
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2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

2.4.2.1 The user is responsible for providing and maintaining any terminal equipment on the user's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the user. 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.

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

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Art McGee, Comptroller
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2.4 Customer Equipment and Channels (continued)

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 communications services and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Communications 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 that are applicable to such connections.

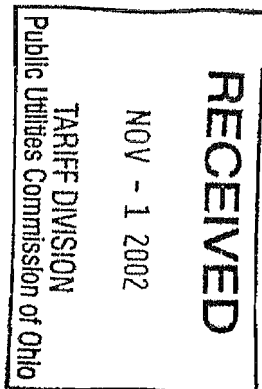
2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations.

2.4.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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 and wiring in the connection 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 comply with MTSS Rule 17 in reference to disconnection.



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2.5 Payment Arrangements

The following provisions shall apply to residential service to the extent that these provisions do not conflict with the Commission's Rules in which event the Commission's Rules win govern.

2.5.1 Payment for Service

2.5.1.1 The Customer is responsible for payment of all charges for service or facilities furnished by the Company to the Customer and to all users authorized by the customer, regardless of whether those services are used by the customer itself or are resold to or shared with other persons.

2.5.1.2 The Customer is responsible for the payment of any sales, use, 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 Service hereunder, Such taxes, charges or surcharges will be listed as separate line items on the bill. 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,

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer. The Company will comply with MTSS Rules 15 and 17 in reference to the billing and collection of charges.

(1) All service, monthly recurring charges and nonrecurring charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill. Late fees will not be charged until after 19 days from the postmark on the bill. Installation charges will be spread out over the first three monthly bills. (T)

(2) The company shall present bills for recurring charges monthly to the customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

(3) 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.

(4) Amounts not paid within 30 days after the date of the invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

Checks with insufficient funds or non-existing accounts will be assessed an additional fee as outline on the price list.

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Ronald Munn, Director Regulatory and Revenue Assurance

Budget Phone, Inc.

1325 Barksdale Blvd., Suite 200

Bossier City, LA 71111

2.5.2 Billing and Collection of Charges (Cont'd)

Before restoring service, the Company at its option may require one or more of the following: (a) Payment of the total amount due on all of the customer's delinquent and shutoff accounts for basic local exchange service owed to the provider; or (b) An arrangement or settlement agreement requiring the payment of all amounts owed to the provider for basic local exchange service.

(1) If a customer has an outstanding balance for toll services the company may refuse to allow access to such services until the outstanding balance has been paid or another carrier has agreed to acquire the customer as a client. The Company will comply with MTSS Rule 13 in reference to this topic.

2.5.3 Disputed Bills

2.5.3.1 All bills are presumed accurate, and shall be binding upon the customer, unless the Company receives written or oral notice of the disputed charge.

2.5.3.2 Late Payment Charge

(1) The undisputed portions of a bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.

(2) In the event that the Company resolves a billing dispute in favor of the customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

2.5.3.3 Adjustments or Refunds to the Customer

Subscriber billing adjustments for local exchange service will be in accordance with Rules 4901:1-5-16.

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Public Utilities Commission of Ohio

As Approved in Case No. 02-____-TP-ATA

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Shreveport, Louisiana 71129-2309

2.5.3.4 Unresolved Billing Disputes

In the case of a billing dispute between the customer and the Company for service furnished to the customer, which cannot be settled to the mutual satisfaction of the customer and the Company, the customer can take the following course of action:

- (1) First, the customer may request and the Company will provide an in-depth review of the disputed amount by making an oral or written request to the address below:

Budget Phone, Inc.
Attn: Customer Service
6901 W. 70th Street
Shreveport, LA 71129
Toll Free (888) 424-5588

- (2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the Ohio Public Utility Commission (PUCO).

2.5.4 Denial or Disconnection of local and toll service

Discontinuance of Service will be made in accordance with Rule 4901:1-5-17 of the MTSS.

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2.5.7 Cancellation of Application for Service

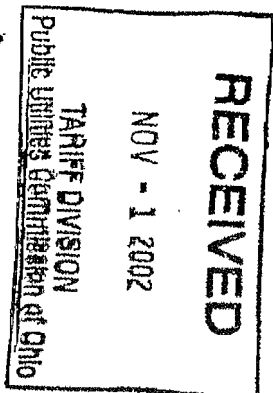
When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the Company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

2.6 RESERVED FOR FUTURE USE

2.7 Allowances for Interruptions in Service will be made in accordance with Rule 4901:1-5-16 of the MTSS.

2.8 Customer Liability for Unauthorized Use of the Network shall be in accordance with Rule 17 of the MTSS.



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2.9 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 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.

Assignment of or transfer of service from one individual to another:

- charges for this are outlined on the price list.
- charges do not apply when transferring service to another individual who is a member of the same family

2.10 Notices and Communications

2.10.1 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.

2.10.2 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,

2.10.3 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.

2.10.4 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.

2.10.5 The Company shall notify the Commission of any special promotions it plans to offer,

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SECTION 3 - SERVICE DESCRIPTIONS

3.1. Type of Service Offered

The Company provides switched, telephonic quality voice and data transmission services that enable Users to communicate on a real time basis between points within local calling areas in the State of Ohio, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

Local Exchange Service provides the Customer with a single, touchtone, voice-grade telephone communications channel that can be used to place or receive one call at a time. Standard Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. This service requires no customer depositor credit check and does not require all payments to be made in cash.

Most charges for Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next three month's bills following work performed by the Company.

The Company's local exchange telephone switching network which has the capability of providing:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access Telecommunication Relay Service;
- access to operator services
- access directory assistance
- place or receive 800/888 telephone calls
- access the interchanges carrier of choice that provides direct billing to the end-user for interLATA, intraLATA, interstate or international calling

Budget Phone Deluxe Prepaid Plan

The Budget Phone Deluxe Prepaid Package is a bundled pre-paid plan offered to all residential customers in the SBC and Verizon exchanges of Ohio as defined by the Incumbents tariff on file with the Commission and includes: a) a residence dial tone line on a flat or measured rate basis (b) access that does not exceed 2,000 minutes to intra and interstate Long Distance calling within the Continental United States, per billing cycle; and (c) the following three (3) Custom Calling Features: Caller ID, Call Waiting, and Three-way Calling¹. Customers must access Budget Phone's Long Distance platform by first dialing a toll free number and then must dial the ten-digit (10) termination number in order to complete the call. Company will load 2000 minutes, per billing cycle, on each Deluxe Prepaid subscriber account. Switch decrements time as it is used. Customer is "verbally" notified if account approaches 1 minute. Calls are not allowed to complete if time is depleted. Time is automatically refreshed on accounts with a zero balance on the first day of each new billing cycle. Company will also routinely analyze call detail records for certain types of usage.

¹ Custom Calling Features are offered where facilities and equipment allow. All features may not be available in all central office switches.

As Approved in Case No.

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Ronald Munn, Director Regulatory and Revenue Assurance
Budget Phone, Inc.
1325 Barksdale Blvd., Suite 200
Bossier City, LA 71111

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SECTION 3 - SERVICE DESCRIPTIONS

3.1. Type of Service Offered (Cont'd.)

Budget Phone Deluxe 2000 Package

For a monthly recurring charge, Customer may add to the Basic Plan, two thousand (2000) minutes, per billing cycle, of intrastate or interstate Long Distance calling within the Continental United States.

Budget Phone Bonus Plan

The Budget Phone Bonus Plan is a bundled pre-paid residential service Plan offered on a flat or measured rate basis and includes sixty (60) minutes of intra and interlata Long Distance¹ calling within the Continental United States¹. The Bonus Plan, along with its individual components, is available in the SBC exchanges of Ohio. Customers must access Budget Phone's Long Distance platform by first dialing a toll free number and then must dial the ten-digit (10) termination number in order to complete the call. The Plan includes 250 minutes of interexchange intrastate long distance usage for the first two (2) consecutive months of service (certain restrictions, as outlined below, do apply)². The customer has the option to continue to receive 250 minutes of interexchange intrastate long distance usage for an additional charge of \$5.00 per billing cycle. See Customer Eligibility Criteria on the Company's Tariff No. 3, Page 11.1 for eligibility.

The Bonus Plan includes the following (available on a where offered basis)³:

(1) Local dial-tone line, (2) Call Waiting, (3) Three Way Calling, (4) Caller ID, (5) 250 minutes of long distance for calls terminating within the continental United States (included at no addition charge for the first two (2) consecutive months of service).

^{1,2} Long Distance calculated at a rate of \$0.019 per minute of usage with a \$.25 surcharge for each complete call. Please see Section 7, Price List - Pages 31 & 32.

³ Custom Calling Features are offered where facilities and equipment allow. All features may not be available in all central office switches.

Budget Phone Basic Plan

Basic service is a bundled pre-paid plan available to all residential customers residing in the Cincinnati Bell, SBC, Sprint, and Verizon exchanges of Ohio. The Monthly Access Fee for basic service provides a Customer with a single, voice grade dial tone line which allows unlimited calls to the customers home exchange and includes sixty (60) minutes of intra and interlata Long Distance calling within the Continental United States per billing cycle¹ for one (1) flat monthly rate. Basic calls outside of the home exchange may incur usage charges, which will be billed in arrears. Service is provided with touch-tone as a standard feature. Basic Service is available with the optional features listed in Section 3.1. The optional feature charges will be applied in addition to the Monthly Access Fee. The Plan includes 250 minutes of interexchange intrastate long distance usage for the first two (2) consecutive months of service (certain restrictions, as outlined below, do apply)². The customer has the option to continue to receive 250 minutes of interexchange intrastate long distance usage for an additional charge of \$5.00 per billing cycle. See Customer Eligibility Criteria on the Company's Tariff No. 3, Page 11.1 for eligibility.

^{1,2} Long Distance calculated at a rate of \$0.019 per minute of usage with a \$.25 surcharge for each complete call. Please see Section 7, Price List - Pages 31 & 32.

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Budget Phone, Inc.

1325 Barksdale Blvd., Suite 200

Bossier City, LA 71111

3.2 Optional Features

Local Exchange Customers have access to optional features at an additional charge. A set-up fee applies when a Local Exchange Services subscriber requests connection to one or more customer calling features. These charges will not apply if the features are ordered at the same time as other work for the same customer account at the same premises. These features include:

- Caller ID
- Three-way calling
- Call waiting
- Call forwarding
- Unpublished number
- Call Return
- Inside Wiring*
- Expanded Area Service

* Inside Wiring does not cover jack plates nor customer's equipment.

3.3 Directory Listings

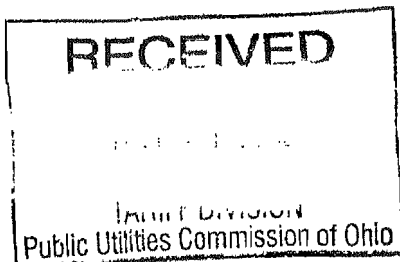
The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange area of the Station number which is designated as the customer's main billing number. A primary listing contains the name of the customer as well as the address and telephone number of the customer. This listing is provided at no additional charge.

3.4 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (M or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

3.5 Promotional Offerings:

The Company may make promotional offerings of its tariffed services that may include reducing or waiving applicable charges for the promoted service. The Commission will be notified of all such promotional offers. No individual promotional offering will exceed ninety days in duration, and any promotional offering will be extended on a nondiscriminatory basis to any customer similarly situated who requests the specific offer.



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Art McGee, Comptroller
6901 W. 70th Street
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SECTION 4 - SERVICE RATES

4.1 Basic Local Exchange Service Rates¹ (T)

4.1.1 Monthly Recurring Charges

- The monthly service charge includes local phone service only.
- Taxes, which are not included in the quoted rates.
- Any additional features added to the basic service

4.1.2 Rates

(A) Residential Basic Line Service*

First Line: \$29.95 to 59.95 per month
Each Additional Line: \$29.95 to 59.95 per month

- * Monthly charges include local exchange phone service only. A Connection charge applies when a Budget Phone Residential Basic Flat Rate Local Exchange Services subscriber requests connection to one or more customer calling features after the initial establishment of service.

(A) Nonrecurring Charges

- (1) Installation charges apply and will be divided between each of the first three bills after commencement of service. The charges are outlined on the price list.
- (2) A reconnection charge will be applied to each number restored after a disconnection. If disconnected service is reconnected, there will be no guarantee that the same number can be retained. The charges are outlined in the price list.

¹ Basic Local Exchange Service is grandfathered to customers already enrolled in the plan and will no longer be offered after January 31, 2007. (N)

4.2 Late Payment Charge

Customers will be charged a late payment charge of 1.5% on any amounts owed to the Company beyond the due date for such payment or \$6.00, whichever is greater. Late fees will not be charged until after 19 days from the postmark on the bill. Each customer account shall be permitted a one time waiver of a monthly late fee upon request by the customer provided the customer has paid the monthly bill to which the late fee applies.

(T)

4.3 Service Assistance Programs

Budget Phone will resell the service assistance programs offered by the LEC in the area. We will mirror the provision of these programs as provided by the LEC.

(T)

4.4 Reserved For Future Use

(D)

As Approved in Case No.

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Ronald Munn, Director Regulatory and Revenue Assurance

Budget Phone, Inc.

1325 Barksdale Blvd., Suite 200

Bossier City, LA 71111

SECTION 5 - END USER ACCESS SERVICE

5.1 End User Access Service

(N)

The Company will provide End User Access Service (End User Access) to end users who obtain local exchange service from the Company under its local tariff. End users who obtain local exchange service from the Company under its local tariff are subject to the Intrastate Access Fee (IAF)/Access Recovery Fee (ARF) as specified in this Section.

5.1.1 General Description

End User Access Service as described in this Section relates to the use by an end user of an end user common line, used to originate or terminate intrastate calls.

5.1.2 Limitations

- (A) A telephone number is not provided with End User Access.
- (B) Detail billing is not provided with End User Access.
- (C) Directory listings are not included with End User Access.
- (D) Intercept arrangements are not included with End User Access.

5.1.3 Undertaking of the Company

The Company will provide use of End User Access at rates and charges as set forth in 5.1.7 following, as follows:

- (A) Use of a common line by an end user with local exchange service in connection with intrastate Access Services provided under this tariff. Such use will be provided when the end user obtains local exchange service.
- (B) The Company will be responsible for contracts and arrangements with customers for the billing of End User Access rates.
- (C) Use of a common line by an End user for access to intrastate service arrangements (e.g. Toll Free Service, NPA+555+1212 service, and other similar service arrangements).
- (D) Use of a common line requires the facilities at the End User premises to have the necessary on-hook and off-hook supervision.

5.1.4 Obligations of the End User

When the end user is provided with a local exchange service that is not identified as Business or Residence service, it shall provide the Company any requested information necessary for the Company to determine the appropriate charges.

As Approved in Case No.

Effective Date: November 21, 2006

(N)

Ronald Munn, Director Regulatory and Revenue Assurance
Budget Phone, Inc.
1325 Barksdale Blvd., Suite 200
Bossier City, LA 71111

SECTION 5 - END USER ACCESS SERVICE

5.1.5 Payment Arrangements and Credit Allowances

(N)

(A) Minimum Period

The minimum period for which End User Access is provided to and end user and for which charges are applicable is thirty (30) days.

(B) Payment of Rates and Charges

The regulations that apply to the rates and charges for End User Access are the same as those that apply to local exchange service.

(C) Cancellation of Application

End User Access is considered cancelled when the order for the associated local telephone exchange service is cancelled. No cancellation charges apply.

(D) Changes to Orders

When changes are made to orders for the local exchange service associated with End User Access, any necessary changes will be made for End User Access. No charges will apply.

(E) Allowance for Interruptions

When there is an interruption to a common line, requested End User Access credit allowances for interruptions will be provided. No charges will apply.

5.1.6 Rate Regulations

IAF/ARF per month charges will be billed to the end user of the associated local exchange service. The rate applications are described in (A) through (G) following.

- (A) The IAF/ARF residence subscriber regulations are designated as either primary or non-primary. In most cases only one line at a service location can be classified as primary, all other are considered to be non-primary.

As Approved in Case No.

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(N)

Ronald Munn, Director Regulatory and Revenue Assurance
Budget Phone, Inc.
1325 Barksdale Blvd., Suite 200
Bossier City, LA 71111

SECTION 5 - END USER ACCESS SERVICE

5.1.6 Rate Regulations (Cont'd.)

- (B) When the Company provides an end user more than one local business exchange service the IAF/ARF for a multi-line business subscriber applies to each such local business exchange service.
- (C) When the Company provides an end user only a single individual local business exchange service within the state, the Individual Line Business Subscriber IAF/ARF applies to the individual line business.
- (D) When the Company provides an end user a local residence exchange service, the IAF/ARF applies to each such local residence exchange service on a Primary and Non-Primary basis.
- (E) When an end user is provided a local exchange service that is not identified as Business or Residence (e.g. local service), the Company will designate the service as either Business or Residence Service. The IAF for Business or Residence will apply.
- (F) The IAF/ARF shall be credited in full for residential local exchange service if the end user is eligible for the Company's Telephone Assistance Program. To be eligible, an end user must participate in one of the low-income assistance programs defined in the Incumbent LEC's current and effective Tariff on file with the Commission.
- (G) In response to competition in an exchange, the Company may reduce or waive the IAF/ARF in a manner that is not unreasonably discriminatory.

5.1.7 Intrastate Access Fee (IAF) Rates and Charges

	<u>Monthly Rate</u>
Embarq:	
Residential Subscriber, Per line or trunk	
- Primary	\$4.10
- Non-Primary	\$4.10

5.1.8 Access Recovery Fee (ARF) Rates and Charges

Verizon:	
Residential Subscriber, Per line or trunk	
- Primary	\$1.25
- Non-Primary	\$1.25

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Ronald Munn, Director Regulatory and Revenue Assurance
Budget Phone, Inc.
1325 Barksdale Blvd., Suite 200
Bossier City, LA 71111

(N)

(N)

SECTION 6 - MAP AND LEGAL DESCRIPTIONS

6.1 Local Service Areas

The Company will provide Local Exchange Service throughout the geographic area serviced by its underlying carriers, Ameritech, Verizon North and Sprint within the state of Ohio. The local service area will correspond to those listed in the tariffs of the individual companies.

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Effective Date:

Art McGee, Comptroller
6901 W. 70th Street
Shreveport, Louisiana 71129-2309

Section 7 - Price List

	Monthly Recurring Charge	Nonrecurring Charge
Service	Maximum	Maximum
Basic Local Exchange Service ¹ -- per access line	59.95	
Budget Phone Basic Plan - per access line in the Cincinnati Bell, SBC, Sprint, and Verizon Exchanges of Ohio		
Number or Name Change (per line)		\$45.00
Features:		
Caller ID	20.00	25.00
Three Way	n/a	n/a
Call Waiting	15.00	25.00
Call Forwarding	n/a	n/a
Call Return	n/a	n/a
Unpublished Number	15.00	25.00
Expanded Area Service	n/a	n/a
Inside Wiring	n/a	n/a
Assignment or transfer or service	n/a	n/a
Reconnection Charge	n/a	\$60.00
Returned Check Charge	n/a	\$50.00

¹ Basic Local Exchange Service is grandfathered to customers already enrolled in the plan and will no longer be offered after January 31, 2007.

Long Distance: Rate of .019 per minute of usage with \$.25 surcharge for each complete call.

As Approved in Case No. Effective Date: January 19, 2007
Ronald Munn, Director Regulatory and Revenue Assurance
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1325 Barksdale Blvd., Suite 200
Bossier City, LA 71111

Section 7 - Price List

	Recurring Actual Charge	Nonrecurring Actual Charge
Service		
Basic Local Exchange Service ¹ – per access line	\$39.95	\$50.00** (I)
Budget Phone Basic Plan - per access line In the Cincinnati Bell, SBC, Sprint and Verizon exchanges of Ohio	\$49.95	\$50.00**
Bonus Prepaid Package – per access line In the SBC exchanges of Ohio	\$39.95	\$50.00** (I)
Deluxe Prepaid Package - per access line In the SBC exchanges of Ohio	\$49.95	\$50.00** (I)
In the Verizon exchanges of Ohio	\$59.95	\$50.00**
Deluxe 2000 Package - per access line In the Cincinnati Bell, SBC, Sprint and Verizon exchanges of Ohio	\$10.00	
Number or Name Change (per line)		\$30.00
Features:		
Caller ID	\$10.00	\$15.00*
Three Way	\$5.00	\$15.00*
Call Waiting	\$5.00	\$15.00*
Call Forwarding	\$5.00	\$15.00*
Call Return	\$8.00	\$15.00*
Unpublished Number	\$5.00	\$15.00*
Expanded Area Service	\$20.00	\$15.00*
Inside Wiring	\$4.99	\$15.00*
Assignment or transfer or service		\$39.95
Reconnection Charge		\$25.00
Returned Check Charge		\$25.00
IAF	\$4.10	
ARF	\$1.25	
Directory Assist.		
Local		\$1.00
National		\$1.75

¹ Basic Local Exchange Service is grandfathered to customers already enrolled in the plan and will no longer be offered after January 31, 2007.

* Charge only if feature is added after service installation

** Nonrecurring Actual Charge (also known as “activation fee”) can be charged to customer over the first three months in the amounts of \$16.66, \$16.66 and \$16.66.

(I)

Long Distance: Rate of .019 per minute of usage with \$.25 surcharge for each complete call.

As Approved in Case No.

Effective Date: January 19, 2007

Ronald Munn, Director Regulatory and Revenue Assurance

Budget Phone, Inc.

1325 Barksdale Blvd., Suite 200

Bossier City, LA 71111

Budget PrePay, Inc.
d/b/a Budget Phone

EXHIBIT B

PROPOSED REPLACEMENT TARIFF

Ohio Tariff No. 4
(Local and Interexchange)

*This tariff, Ohio Tariff No.4, issued by Budget PrePay, Inc. d/b/a Budget Phone,
replaces in their entirety the Company's
Ohio Tariff No. 1 and Ohio Tariff No. 3*

TITLE SHEET

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL AND INTEREXCHANGE SERVICE

WITHIN THE STATE OF OHIO

This tariff describes the terms, conditions, services and rates applicable to the provision of local and interexchange telecommunications services regulated and tariffed in accordance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available for viewing at the Company's principal place of business at 1325 Barksdale Blvd., Suite 200, Bossier City, LA 71111 or by contacting the Company by calling 888-424-5588 or via email at info@budgetprepay.com.

CHECK SHEET

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

<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>	
Title	Original	*	33	Original	*
1	Original	*	34	Original	*
2	Original	*	35	Original	*
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10	Original	*	43	Original	*
11	Original	*	44	Original	*
12	Original	*	45	Original	*
13	Original	*	46	Original	*
14	Original	*	47	Original	*
15	Original	*	48	Original	*
16	Original	*	49	Original	*
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18	Original	*	51	Original	*
19	Original	*	52	Original	*
20	Original	*	53	Original	*
21	Original	*	54	Original	*
22	Original	*	55	Original	*
23	Original	*	56	Original	*
24	Original	*	57	Original	*
25	Original	*	58	Original	*
26	Original	*	59	Original	*
27	Original	*	60	Original	*
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* - indicates those pages included with this filing

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EXPLANATION OF SYMBOLS AND REFERENCE MARKS

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

- C To indicate changed regulation
- D To indicate discontinued rate or regulation
- I To indicate increased rate
- M to indicate a move in the location of text
- N To indicate new rate or regulation
- R To indicate reduced rate
- T To indicate a change in text but no change in rate or regulation

APPLICATION OF TARIFF

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing local exchange and interexchange services by Budget PrePay, Inc. d/b/a Budget Phone to customers within the State of Ohio. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

The tariff describes the Company's terms, conditions, services and rates applicable to the provision of local and interexchange telecommunications services regulated in accordance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

Descriptions and rates for detariffed service offerings are found in the Company's Price Guide, available for viewing at the Company's principal place of business at 1325 Barksdale Blvd., Suite 200, Bossier City, LA 71111 or by contacting the Company by calling 888-424-5588 or via email at info@budgetprepay.com.

The Company is subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4901:1-5-03 of the Ohio Administrative Code.

SECTION I - DEFINITIONS

Account Number: Customer's telephone number is the account number

Advance Payment: A Payment that may be required by a local service provider as a means of compensation for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

Application for Service: A standard order form that includes all pertinent billing, technical, and other descriptive information that will enable Company to provide telecommunication service.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Basic Local Service Charge: The charge to provide local dial tone service, without taxes, fees or toll calls included.

Central Office: An operating office of the incumbent local exchange company where connections are made between telephone exchange lines.

Commission: Ohio Public Utilities Commission, unless specifically stated otherwise.

Company: Budget Phone, Inc, which is the issuer of this tariff.

Competitive Local Carrier (CLC): Denotes a common carrier that is issued the appropriate Certificate to provide local exchange telecommunications service.

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

SECTION I – DEFINITIONS (CONT'D.)

Customer-Provided Equipment: Terminal equipment, as defined herein, provided by Customer.

Demarcation Point: The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

Disconnection: The disconnection of a circuit, dedicated access line, or pod connection being used for existing service.

End-User: Any person, firm, corporation, partnership, or other entity that uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

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

Exchange Access Line: A central office line furnished for direct or indirect access to the exchange system.

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

Exchange Service: The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

Holidays: Holidays observed by the Company as specified on this tariff.

Incumbent Local Exchange Carrier (ILEC): A local exchange carrier, including successors and assigns that is certified by the commission and was providing basic local exchange service on February 8, 1996.

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.

SECTION I – DEFINITIONS (CONT'D.)

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.

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

Local Calling Area: The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

Local Service: Service that provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff

Local Service Area: That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time dial tone is achieved.

Premises: Customer premises are all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

(Premises) Inside Wire: Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

SECTION I – DEFINITIONS (CONT'D.)

Prepaid Account: An inventory of units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card: A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account, which enable calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

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

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

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 or 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 or verbal request for local exchange services requested by the Customer and the Company in a format specified by the Company. The acceptance of the Customer and the Company of a verbal service order and/or the signing of a written 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. Service Order may also be referred to as Customer Service Agreement.

Services: The Company's local telecommunications services offered to the Customer.

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

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

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

SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Ohio.

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, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.2 Terms and Conditions

- (A) An application for services, whether made orally or in writing, establishes the contract between the customer and the Company on the terms and conditions set forth in this tariff. The Company does not foresee any reason it would deny a customer service so long as the customer complied with Section 4901:1-5 of the Ohio Administrative Code.
- (B) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (C) 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 fiber optic cable facilities as well as facilities the company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.2 Terms and Conditions (Cont'd.)

- (D) Customers may be required to enter into written service orders that shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers may also be required to provide and/or execute other documents as may be reasonably requested by the Company such as medical expedites and Safe *way eligibility forms.
- (E) At the expiration of the initial month, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Customers may request disconnection verbally or in writing. The company will provide written notice in compliance with Chapter 4901:1-5 of the Ohio Administrative Code to the customer prior to the disconnection of service. Such disconnection shall not relieve the customer of the obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination which would include any past due bills, plus the pro rated amount due for service provided to date, any toll charges and directory assistance charges.
- (F) Service is provided on a monthly basis. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein. The prorating of bills for partial monthly service will be calculated on this basis.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.2 Terms and Conditions (Cont'd.)

- (G) This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provisions.
- (H) 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 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.
- (I) The Customer agrees to operate any 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.
- (J) Service may be terminated in accordance with Chapter 4901:1-5 of the Ohio Administrative Code
- (K) No other telecommunications provider may interfere with the right of any person or entity to obtain service directly for the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Liability of the Company

- (A) 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, or other defects, representations, or use of these services or damages arising out of the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances for interruptions in service as set forth 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, special, incidental, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or acts or omissions or negligence of the Company's employees or agents. The limitation of liability contained herein will be in compliance with the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code
- (B) 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 offered under this tariff, if any, shall be limited as provided herein. The limitation of liability contained herein will be in compliance with Chapter 4901:1-5 of the Ohio Administrative Code.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Liability of the Company, (Cont'd.)

(C) The Company shall be indemnified and saved harmless by the Customer from and against any claim, loss, or damage arising from the use of service offered under this tariff, involving:

- .1 claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
- .2 claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
- .3 claims for loss of profit; or;
- .4 all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Liability of the Company, (Cont'd.)

- (D) 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 exchange access lines. 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 personnel, or the quality of service to other Customer, 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..

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Liability of the Company, (Cont'd.)

(E) THE COMPANY MAKES NOT WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

(F) With respect to Emergency Telephone Number Service (911, E911):

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the use of 911 Service. Under the terms of this tariff the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold the Company harmless from any and all losses or claims whatsoever, whether suffered, made instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold the Company harmless for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 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 911 service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its users, agencies or municipalities, or the employees or agents of a one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Liability of the Company, (Cont'd.)

(G) With Respect to Directory Listings

The Company will comply with Chapter 4901:1-5 of the Ohio Administrative Code.

1. In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
2. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:
 - a. Free Listings: For free or non-charged published directory listings credit shall be given at the rate of three (3) times the monthly local service charge for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
 - b. Charge Listings: For each additional or charge published directory listings, credit shall be give at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
 - c. Operator Records: For free or charge listings obtainable form records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the corrected information shall be placed in the files of directory assistance and intercept operators within two business days of discovery.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Liability of the Company, (Cont'd.)

(G) With Respect to Directory Listings, (Cont'd)

2. (Cont'd)

- d. Definitions: As used in paragraphs a, b and c. above, the terms “error,” “mistake,” or “omission” shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber’s correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or community different from the one provided to the Company.
- e. Notice: Such allowances or credits as specified in paragraphs a. and b. above, shall be given notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it was administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

(H) Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court’s responsibility to adjudicate negligence and consequent damage claims, it is also the court’s responsibility to determine the validity of the exculpatory clause.

(I) Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Provision of Equipment and Facilities

- (A) 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 and shall install service in accordance with Rule 4901:1-5 of the Ohio Administrative Code.
- (B) The Company shall use reasonable efforts to maintain only facilities and/or equipment 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 or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Company.
- (D) Equipment that the Company provides or installs at the customer premises for use in connection with the services offered by the Company shall not be used for any purpose other than that for which it was provided by the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment its 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:
 - 1. The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2. The reception of signals by Customer provided equipment; or
 - 3. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.5 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 activity may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

2.1.6 Universal Emergency Telephone Number Service (911, E911)

- (A) This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- (B) 911 information consisting of the name, address and telephone number(s) of customers is confidential. The Company will release such information only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
- (C) The 911 calling party, by dialing 911, waives the privacy afforded by unlisted and nonpublished service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.
- (D) After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point,

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

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 Customers request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. If such service is requested a good faith estimate of the charges will be provided.

2.1.8 Ownership of Facilities

Title to any facilities or equipment provided in accordance with this tariff remains with the provider of such facilities or equipment, whether it is the Company, the underlying carrier, or their agents or contractors.

SECTION 2 – REGULATIONS (CONT'D.)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

SECTION 2 – REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 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.
- (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 cablebuilding entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all 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;
- (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;

SECTION 2 – REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- (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 service 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.

2.3.2 Indemnification of the Company by Customer(s)

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 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.

SECTION 2 – REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

2.4.2.1 The user is responsible for providing and maintaining any terminal equipment on the user's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the user. 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.

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

SECTION 2 – REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- (B) Communications 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 that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. 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.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

SECTION 2 – REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- (A) 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 and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will comply with MTSS Rule 17 in reference to disconnection.

SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements

The following provisions shall apply to the extent that these provisions do not conflict with the Commission's Rules in which event the Commission's Rules win govern.

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service or facilities furnished by the Company to the Customer and to all users authorized by the customer, regardless of whether those services are used by the customer itself or are resold to or shared with other persons.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer. The Company will comply with Section 4901:1-5 of the Ohio Administrative Code in reference to the billing and collection of charges.

- (A) All service, monthly recurring charges and nonrecurring charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill. Late fees will not be charged until after 19 days from the postmark on the bill. Installation charges will be spread out over the first three monthly bills.
- (B) The Company shall present bills for recurring charges monthly to the customer, in advance of the month which service is provided. Usage charges will be billed in arrears.
- (C) 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.
- (D) Amounts not paid within 30 days after the date of the invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.
- (E) Checks with insufficient funds or non-existing accounts will be assessed an additional fee as outlined in the Services and Rates sections of this tariff.

SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd)

Before restoring service, the Company at its option may require one or more of the following: (a) Payment of the total amount due on all of the customer's delinquent and shutoff accounts for basic local exchange service owed to the provider; or (b) An arrangement or settlement agreement requiring the payment of all amounts owed to the provider for basic local exchange service.

- (A) If a customer has an outstanding balance for toll services the Company may refuse to allow access to such services until the outstanding balance has been paid or another carrier has agreed to acquire the customer as a client. The Company will comply with Section 4901:1-5 of the Ohio Administrative code with reference to this topic.

SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills

(A) All bills are presumed accurate, and shall be binding upon the customer, unless the Company receives written or oral notice of the disputed charge.

(B) Late Payment Charge

1. The undisputed portions of a bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.
2. In the event that the Company resolves a billing dispute in favor of the customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

(C) Adjustments or Refunds to the Customer

Subscriber billing adjustments for service will local exchange service will be in accordance with Chapter 4901:1-5 of the Ohio Administrative Code

SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills (Cont'd.)

(D) Unresolved Billing Disputes

In the case of a billing dispute between the customer and the Company for service furnished to the customer, which cannot be settled to the mutual satisfaction of the customer and the Company, the customer can take the following course of action:

1. First, the customer may request and the Company will provide an in-depth review of the disputed amount by making an oral or written request to the address below:

Budget Phone, Inc.
Attn: Customer Service
1325 Barksdale Blvd., Suite 200
Bossier City, LA 71111
Toll Free (888) 424-5588

2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the Ohio Public Utility Commission (PUCO). in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Service Monitoring and Enforcement Department
Public Utility Commission of Ohio
180 East Broad Street, Tenth Floor
Columbus, Ohio 43215-3793
Toll Free Telephone: 800-686-7826
TTY Toll Free Telephone: 800-686-1570

From 8:00 AM to 5:30 PM (EST) weekdays or at www.PUCO.ohio.gov

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at:

Toll Free Telephone: 877-742-5622

From 8:00 AM to 5:00 PM (EST) weekdays or at www.pickocc.org

SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.4 Denial or Disconnection of local and toll service

Discontinuance of Service will be made in accordance with Chapter 4901:1-5-of the Ohio Administrative Code.

2.5.5 Cancellation of Application for Service

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:

Where the Company has notified a customer or prospective customer of die possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

2.6 Allowances for Interruptions in Service will be made in accordance with Chapter 4901:1-5 of the Ohio Administrative Code.

2.7 Customer Liability for Unauthorized Use of the Network shall be in accordance with Chapter 4901:1-5 of the Ohio Administrative Code.

SECTION 2 – REGULATIONS (CONT'D.)

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 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.

Assignment of or transfer of service from one individual to another:

- charges for this are outlined in Services and Rates Sections of this Tariff.
- charges do not apply when transferring service to another individual who is a member of the same family

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.

2.9.5 The Company shall notify the Commission of any special promotions it plans to offer,

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES

3.1. Type of Service Offered

- 3.1.1 The Company provides switched, telephonic quality voice and data transmission services that enable Users to communicate on a real time basis between points within local calling areas in the State of Ohio, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.
- 3.1.2 Local Exchange Service provides the Customer with a single, touchtone, voice-grade telephone communications channel that can be used to place or receive one call at a time. Standard Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. This service requires no customer depositor credit check and does not require all payments to be made in cash.
- 3.1.3 Most charges for Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next three month's bills following work performed by the Company.

The Company's local exchange telephone switching network which has the capability of providing:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access Telecommunication Relay Service;
- access to operator services
- access directory assistance
- place or receive 800/888 telephone calls
- access the interchanges carrier of choice that provides direct billing to the end-user for interLATA, intraLATA, interstate or international calling

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.2 Prepaid Local Exchange Services

3.2.1 Terms and Conditions

- (A) Budget Phone, Inc. provides prepaid service in the state of Ohio and requires that the Customer pay the first month's basic local service plus the Federal Line Charge in advance of the provisioning of dial tone. No customer deposits will be required at this time.
- (B) Before a new customer can receive dial-tone, they must first pay for the first month's service for each access line and at least one-third of the activation fee.

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.2 Prepaid Local Exchange Services, (Cont'd.)

3.2.2 Bonus and Deluxe Prepaid Plans*

(A) Customer Eligibility Criteria

New customers are eligible for Bonus and Deluxe plans if they meet the following requirements:

1. Customers must subscribe to Budget Phone Local and Long Distance service for both intra and interstate long distance service
2. This plan is for voice service only and cannot be used for any use deemed inconsistent with residential use by Budget Phone as outlined in E below.
3. This plan is not available to customers with an account that bills to another number or is the recipient of charges billed from another number.
4. Customer lines associated with educational institutions (colleges, universities, etc) or businesses are not eligible for this plan.

* Service can only be purchased in conjunction with Unregulated and/or Detariffed Services. Full descriptions and rates for these services are available in the Company's Pricing Guide.

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.2 Prepaid Local Exchange Services, (Cont'd.)

3.2.2 Bonus and Deluxe Prepaid Plans, (Cont'd.)*

(A) Customer Eligibility Criteria, (Cont'd.)

5. If Budget Phone determines that usage is not consistent with typical residential customer usage, the customer, at the sole discretion of the company, may be subject to additional charges, loss of unlimited access to long distance service, or to an alternate plan. Budget Phone will provide notification of pending changes in a manner consistent with the requirements of the Commission. Notification will include contact information and will inform the customer of the steps necessary to move to an alternate service arrangement.
6. For the purpose of the Deluxe plan, typical residential usage is presumed to be total usage that does not exceed 2,000 minutes of intra and interstate usage per billing cycle, per account. Budget Phone's long distance platform will automatically deny calls on accounts that have used the allowed 2,000 minutes. Customers who wish to continue unlimited access to long distance on Budget Phone's platform can purchase additional blocks of time, in the form of Budget Phone prepaid calling cards, from an authorized Budget Phone agent.
7. In order to be eligible for this plan, Budget Phone reserves the right to verify that the customer meets the eligibility requirements. Customers who do not or no longer meet the eligibility requirements will not be eligible for this plan.

* Service can only be purchased in conjunction with Unregulated and/or Detariffed Services. Full descriptions and rates for these services are available in the Company's Pricing Guide.

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.2 Prepaid Local Exchange Services, (Cont'd.)

3.2.2 Bonus and Deluxe Prepaid Plans, (Cont'd.)*

(B) Budget Phone Deluxe Prepaid Plan

The Budget Phone Deluxe Prepaid Package is a bundled pre-paid plan offered to all residential customers in the AT&T and Verizon exchanges of Ohio as defined by the Incumbents tariff on file with the Commission and includes: a) a residence dial tone line on a flat or measured rate basis, (b) the following three (3) Custom Calling Features: Caller ID, Call Waiting, and Three-way Calling¹.

¹ Custom Calling Features are offered where facilities and equipment allow. All features may not be available in all central office switches.

* Service can only be purchased in conjunction with Unregulated and/or Detariffed Services. Full descriptions and rates for these services are available in the Company's Pricing Guide.

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.2 Prepaid Local Exchange Services, (Cont'd.)

3.2.2 Bonus and Deluxe Prepaid Plans, (Cont'd.)*

(C) Budget Phone Bonus Plan

The Budget Phone Bonus Plan is a bundled pre-paid residential service Plan offered on a flat or measured rate basis. The Bonus Plan, along with its individual components, is available in the AT&T exchanges of Ohio.

The Bonus Plan includes the following (available on a where offered basis)¹: (1) Local dial-tone line, (2) Call Waiting, (3) Three Way Calling, (4) Caller ID

¹ Custom Calling Features are offered where facilities and equipment allow. All features may not be available in all central office switches.

* Service can only be purchased in conjunction with Unregulated and/or Detariffed Services. Full descriptions and rates for these services are available in the Company's Pricing Guide.

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.2 Prepaid Local Exchange Services, (Cont'd.)

3.2.3 Budget Phone Basic Plan *

Basic service is a bundled pre-paid plan available to all residential customers residing in the Cincinnati Bell, AT&T, Embarq, and Verizon exchanges of Ohio. The Monthly Access Fee for basic service provides a Customer with a single, voice grade dial tone line which allows unlimited calls to the customers home exchange. Basic calls outside of the home exchange may incur usage charges, which will be billed in arrears. Service is provided with touch-tone as a standard feature. Basic Service is available with the optional features listed in Section 3.2.2. The optional feature charges will be applied in addition to the Monthly Access Fee.

* Service can only be purchased in conjunction with Unregulated and/or Detariffed Services. Full description and rates for this service is available in the Company's Pricing Guide.

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.3 Optional Features

Local Exchange Customers have access to optional features at an additional charge. A set-up fee applies when a Local Exchange Services subscriber requests connection to one or more customer calling features. These charges will not apply if the features are ordered at the same time as other work for the same customer account at the same premises. These features include:

- Caller ID
- Three-way calling
- Call waiting
- Call forwarding
- Unpublished number
- Call Return
- Inside Wiring¹
- Expanded Area Service

Feature	Monthly Recurring Charge		Nonrecurring Charge	
	Maximum	Current	Maximum	Current
Caller ID	\$20.00	\$10.00	\$25.00	\$15.00*
Three Way	--	\$5.00	--	\$15.00*
Call Waiting	--	\$5.00	--	\$15.00*
Call Forwarding	--	\$5.00	--	\$15.00*
Call Return	--	\$8.00	--	\$15.00*
Unpublished number	--	\$5.00	--	\$15.00*
Inside Wiring	--	\$4.99	--	\$15.00*
Expanded Calling Area	--	\$20.00	--	\$15.00*

* Charge only if feature is added after service installation.

¹ Inside Wiring does not cover jack plates nor customer's equipment.

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.4 Basic Local Exchange Service**

3.4.1 Monthly Recurring Charges

- The monthly service charge includes local phone service only. A connection charge applies when a Budget Phone Residential Basic Flat Rate Local Exchange Services subscriber requests connection to one or more customer calling features after the initial establishment of service.
- Taxes, which are not included in the quoted rates
- Any additional features added to the basic service

3.4.2 Rates

- (A) Installation charges apply and will be divided between each of the first three bills after commencement of service. The charges are outlined on the price list.
- (B) A reconnection charge will be applied to each number restored after a disconnection. If disconnected service is reconnected, there will be no guarantee that the same number can be retained. See Section 3.5 of this Tariff.

	Monthly Recurring Charge		Nonrecurring Charge	
	<u>Maximum</u>	<u>Current</u>	<u>Maximum</u>	<u>Current</u>
Per Access Line	\$59.95	\$39.95	--	\$50.00 ¹

¹ Nonrecurring Actual Charge (also known as “activation fee”) can be charged to customer over the first three months in the amounts of \$16.66, \$16.66, \$16.66.

** Basic Local Exchange Service is grandfathered to customers already enrolled in the plan and will no longer be offered after January 31, 2007.

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.5 Miscellaneous Service Charges

3.5.1 Return Check Charge

	<u>Maximum</u>	<u>Current</u>
Per Returned Check:	\$50.00	\$25.00

3.5.2 Late Payment Charge

Customer will be charged a late payment charge of 1.5% on any amounts owed to the Company beyond the due date for such payment or \$6.00, whichever is greater. Late fees will not be charged until after 19 days from the postmark on the bill. Each customer account shall be permitted a one time waiver of a monthly late fee upon request by the customer provided the customer has paid the monthly bill to which the late fee applies.

3.5.3 Assignment of Transfer of Service

Charges do not apply when transferring service to another individual who is a member of the same family

	<u>Maximum</u>	<u>Current</u>
Per Assignment or Transfer:	n/a	\$39.95

3.5.4 Reconnection Charge

A reconnection charge will be applied to each number restored after a disconnection. If disconnected service is reconnected, there will be no guarantee that the same number can be retained.

	<u>Maximum</u>	<u>Current</u>
Per occurrence::	\$60.00	\$25.00

3.5.5 Number or Name Change

	<u>Maximum</u>	<u>Current</u>
Per line:	\$45.00	\$30.00

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.6 Directory Assistance

Local:	\$1.00
National:	\$1.75

3.7 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange area of the Station number which is designated as the customer's main billing number. A primary listing contains the name of the customer as well as the address and telephone number of the customer. This listing is provided at no additional charge.

3.8 Service Assistance Programs

Budget Phone will resell the service assistance programs offered by the LEC in the area. The Company will mirror the provision of these programs as provided by the LEC,

3.9 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (M or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.10 End User Access Service

3.10.1 The Company will provide End User Access Service (End User Access) to end users who obtain local exchange service from the Company under its local tariff. End users who obtain local exchange service from the Company under its local tariff are subject to the Intrastate Access Fee (IAF)/Access Recovery Fee (ARF) as specified in this Section.

(A) General Description

End User Access Service as described in this Section relates to the use by an end user of an end user common line, used to originate or terminate intrastate calls.

(B) Limitations

1. A telephone number is not provided with End User Access.
2. Detail billing is not provided with End User Access.
3. Directory listings are not included with End User Access.
4. Intercept arrangements are not included with End User Access.

3.10.2 Undertaking of the Company

The Company will provide use of End User Access at rates and charges as set forth in Section 3.10.6 following, as follows:

- (A) Use of a common line by an end user with local exchange service in connection with intrastate Access Services provided under this tariff. Such use will be provided when the end user obtains local exchange service.
- (B) The Company will be responsible for contracts and arrangements with customers for the billing of End User Access rates.
- (C) Use of a common line by an End user for access to intrastate service arrangements (e.g. Toll Free Service, NPA+555+1212 service, and other similar service arrangements).
- (D) Use of a common line requires the facilities at the End User premises to have the necessary on-hook and off-hook supervision.

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.10 End User Access Service, (Cont'd.)

3.10.3 Obligations of the End User

When the end user is provided with a local exchange service that is not identified as Business or Residence service, it shall provide the Company any requested information necessary for the Company to determine the appropriate charges.

3.10.4 Payment Arrangements and Credit Allowances

(A) Minimum Period

The minimum period for which End User Access is provided to an end user and for which charges are applicable is thirty (30) days.

(B) Payment of Rates and Charges

The regulations that apply to the rates and charges for End User Access are the same as those that apply to local exchange service.

(C) Cancellation of Application

End User Access is considered cancelled when the order for the associated local telephone exchange service is cancelled. No cancellation charges apply.

(D) Changes to Orders

When changes are made to orders for the local exchange service associated with End User Access, any necessary changes will be made for End User Access. No charges will apply.

(E) Allowance for Interruptions

When there is an interruption to a common line, requested End User Access credit allowances for interruptions will be provided. No charges will apply.

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.10 End User Access Service, (Cont'd.)

3.10.5 Rate Regulations

IAF/ARF per month charges will be billed to the end user of the associated local exchange service. The rate applications are described in (A) through (G) following.

- (A) The IAF/ARF residence subscriber regulations are designated as either primary or non-primary. In most cases only one line at a service location can be classified as primary, all other are considered to be non-primary.
- (B) When the Company provides an end user more than one local business exchange service the IAF/ARF for a multi-line business subscriber applies to each such local business exchange service.
- (C) When the Company provides an end user only a single individual local business exchange service within the state, the Individual Line Business Subscriber IAF/ARF applies to the individual line business.
- (D) When the Company provides an end user a local residence exchange service, the IAF/ARF applies to each such local residence exchange service on a Primary and Non-Primary basis.
- (E) When an end user is provided a local exchange service that is not identified as Business or Residence (e.g. local service), the Company will designate the service as either Business or Residence Service. The IAF for Business or Residence will apply.
- (F) The IAF/ARF shall be credited in full for residential local exchange service if the end user is eligible for the Company's Telephone Assistance Program. To be eligible, an end user must participate in one of the low-income assistance programs defined in the Incumbent LEC's current and effective Tariff on file with the Commission.
- (G) In response to competition in an exchange, the Company may reduce or waive the IAF/ARF in a manner that is not unreasonably discriminatory.

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.10 End User Access Service, (Cont'd.)

3.10.6 Intrastate Access Fee (IAF) Rates and Charges

	<u>Embarq Area</u>
Residential Subscriber, per line or trunk, per month:	
Primary	\$4.10
Non-Primary	\$4.10

3.10.7 Access Recovery Fee (ARF) Rates and Charges

	<u>Verizon Area</u>
Residential Subscriber, per line or trunk, per month:	
Primary	\$1.25
Non-Primary	\$1.25

3.11 Promotional Offerings:

The Company may make promotional offerings of its services that may include reducing or waiving applicable charges for the promoted service. The Commission will be notified of all such promotional offers. No individual promotional offering will exceed ninety days in duration, and any promotional offering will be extended on a nondiscriminatory basis to any customer similarly situated who requests the specific offer.

SECTION 4 – BUSINESS LOCAL EXCHANGE SERVICES AND RATES

4.1 General

4.1.1 Budget Phone's local service enable the business Customer to:

- (A) receive calls from other stations on the public switched telephone network;
- (B) place calls to other stations on the public switched telephone network;
- (C) access the Company's business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
- (D) access the interexchange network. A customer may presubscribed to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (10XXX).

4.1.2 Calls to information service providers (900/976) will be automatically blocked free of charge on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.

SECTION 4 – BUSINESS LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Service Conversion Fees

Customers will be assessed a non-recurring fee for converting existing lines to the Company's Service.

4.2.1 Rates

	<u>Maximum</u>	<u>Current</u>
First Line	\$102.00	\$51.00
Additional Line	\$52.00	\$21.00

4.2.2 Service Conversion Waiver

Customers who opt for a term plan agreement are eligible for 100% waiver of Service Conversion Charges.

4.3 Installation Fees

A non-recurring installation fee will be assessed when a new line is added to a new or existing account.

4.3.1 Rates

	<u>Maximum</u>	<u>Current</u>
First Line	\$156.00	\$78.00
Additional Line	\$58.00	\$29.00

SECTION 4 – BUSINESS LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.4 Resold Business Line Service

Resold Business Line service offers the Customer a choice of billing options, and a host of optional features. Term plans are also available.

4.4.1 Rates

- (A) Billing Option 1 - Customers receive a lower monthly recurring line charge in exchange for a term plan.

1. Without a Company Long Distance Plan:

Term Plan	Monthly Recurring Charge		Per Call Charge	
	<u>Maximum</u>	<u>Current</u>	<u>Maximum</u>	<u>Current</u>
Month to Month	\$75.00	\$40.00	\$0.24	\$0.08
One Year	\$63.00	\$36.00	\$0.24	\$0.08
Two Year	\$54.00	\$33.00	\$0.24	\$0.08
Three Year	\$48.00	\$31.00	\$0.24	\$0.08

2. With a Company Long Distance Plan:

Term Plan	Monthly Recurring Charge		Per Call Charge	
	<u>Maximum</u>	<u>Current</u>	<u>Maximum</u>	<u>Current</u>
Month to Month	\$75.00	\$33.00	\$0.24	\$0.08
One Year	\$63.00	\$29.00	\$0.24	\$0.08
Two Year	\$54.00	\$26.00	\$0.24	\$0.08
Three Year	\$48.00	\$24.00	\$0.24	\$0.08

SECTION 4 – BUSINESS LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.4 Resold Business Line Service, (Cont'd.)

4.4.1 Rates, (Cont'd.)

(B) Billing Option 2 - Customers receive a lower incremental charge in exchange for a term plan.

1. Without a Company Long Distance Plan:

Term Plan	Monthly Recurring Charge		Incremental Charge*	
	<u>Maximum</u>	<u>Current</u>	<u>Maximum</u>	<u>Current</u>
Month to Month	\$75.00	\$36.00	\$0.036	\$0.026
One Year	\$75.00	\$36.00	\$0.034	\$0.024
Two Year	\$75.00	\$36.00	\$0.032	\$0.022
Three Year	\$75.00	\$36.00	\$0.029	\$0.019

2. With a Company Long Distance Plan:

Term Plan	Monthly Recurring Charge		Incremental Charge*	
	<u>Maximum</u>	<u>Current</u>	<u>Maximum</u>	<u>Current</u>
Month to Month	\$75.00	\$29.00	\$0.036	\$0.026
One Year	\$75.00	\$29.00	\$0.034	\$0.024
Two Year	\$75.00	\$29.00	\$0.032	\$0.022
Three Year	\$75.00	\$29.00	\$0.029	\$0.019

* Billing is in six second increments with an 18 second minimum.

SECTION 4 – BUSINESS LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.5 Resold Centrex Service

The Company's resold Centrex service allows customers access to a feature rich product traditionally available only to large users. There is also the option of combining products on a single bill, and a choice of term plans. There is a monthly recurring charge, as well as a usage based charge.

4.5.1 Line Rates

(A) Without a Company long distance calling plan:

Term Plan	Monthly Recurring Charge		Per Call Charge	
	<u>Maximum</u>	<u>Current</u>	<u>Maximum</u>	<u>Current</u>
Month to Month	\$70.00	\$35.00	\$0.20	\$0.08
One Year	\$62.50	\$31.25	\$0.20	\$0.08
Two Year	\$60.50	\$30.25	\$0.20	\$0.08
Three Year	\$59.90	\$29.95	\$0.20	\$0.08

(B) With a Company long distance calling plan:

Term Plan	Monthly Recurring Charge		Per Call Charge	
	<u>Maximum</u>	<u>Current</u>	<u>Maximum</u>	<u>Current</u>
Month to Month	\$70.00	\$28.00	\$0.20	\$0.08
One Year	\$62.50	\$24.25	\$0.20	\$0.08
Two Year	\$60.50	\$23.25	\$0.20	\$0.08
Three Year	\$59.90	\$22.95	\$0.20	\$0.08

SECTION 4 – BUSINESS LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.6 Features*

The Company's local exchange services have a variety of available features that let the Customer design a service tailored to meet their needs.

4.6.1 Caller ID with Number

Allows for the automatic delivery of a calling party's number to the called customer. The telephone number is displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call waiting tone, but the new incoming call number will not be displayed.

4.6.2 Rates

(A) Resold Centrex Service

	Non Recurring Charge		Monthly Recurring Charge ¹	
	<u>Maximum</u>	<u>Current</u>	<u>Maximum</u>	<u>Current</u>
Caller ID Number	\$60.00	\$42.00	\$13.00	\$6.50

¹ Monthly Recurring Charge is per group of lines equipped, not per line. A maximum of five lines may be equipped with this feature.

* Descriptions and rates for additional detariffed features are available in the Company's Pricing Guide.

SECTION 4 – BUSINESS LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.7 IntraLATA Presubscription

4.7.1 General

IntraLATA presubscription is a procedure whereby a subscriber designates to the Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA carrier on a per call basis.

4.7.2 IntraLATA Presubscription Offering

Option A: Subscriber may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription;

Option B: Subscriber may select his/her interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;

Option C: Subscriber may select a carrier other than the Company for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;

Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 4 – BUSINESS LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.7 IntraLATA Presubscription, (Cont'd.)

4.7.3 Rules and Regulations

- (A) Subscribers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.
- (B) Subscribers of record or new subscribers may select either Options A, B, C or D for intraLATA presubscription.
- (C) Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph 4.7.5 below.

4.7.4 Procedures

- (A) New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Company. The Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscription shall be provided free of charge.
- (B) If a new subscriber is unable to make a selection, at the time the new subscriber places an order to establish local exchange service, the Company will read a random listing of all available intraLATA carrier to aid the subscriber in selection. If selection is still not possible, the Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Company of an intraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Company of his/her choice for intraLATA toll carrier, the subscriber will not have a presubscribed intraLATA toll carrier(s), but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Company of a choice for intraLATA toll presubscription within the 90 day period will not be assessed a service charge for the initial subscriber request.

SECTION 4 – BUSINESS LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.7 IntraLATA Presubscription, (Cont'd.)

4.7.4 Procedures, (Cont'd.)

- (C) Subscribers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in 4.7.5 below. If a customer of record inquires of the Company of the carriers available for intraLATA toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection.

4.7.5 IntraLATA and InterLATA Presubscription Charges

(A) Application of Charges

After a subscriber's initial selection for a presubscribed intraLATA toll carrier and as detailed in paragraph 4.7.4 above, or for any initial selection of a presubscribed IntraLATA carrier, for any change thereafter, a Presubscription Change Charge, as set forth in Paragraph 4.7.5.(B) will apply.

(B) Non Recurring Charges

IntraLATA or InterLATA Presubscription Change Charge

	<u>Maximum</u>	<u>Current</u>
Change in primary IntraLATA/interLATA carrier	\$5.00	\$5.00
Change in additional line IntraLATA/interLATA carrier	\$1.00	\$1.50

SECTION 4 – BUSINESS LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.8 Insufficient Funds Charge

As detailed in Section 2.5.2 (E) of this Tariff, an insufficient fund charge will apply under certain circumstances.

<u>Maximum</u>	<u>Current</u>
\$30.00	\$15.00

4.9 DePICing charge currently waived

4.10 E-911 \$0.12 per month AT&T pass through

4.11 Carrier to Carrier Rates

As a LEC that provides local service through its own facilities or in combination with its own facilities, all of the company's resale service offerings, with the exception of services not available for resale pursuant to Section IX.C. of the local competition guidelines, are available for resale to any other LEC on a non-discriminatory basis, at the retail rates set forth herein.

SECTION 5 – TOLL SERVICES

5.1 Presubscribed Interexchange Carrier Charge

A Presubscribed Interexchange Carrier Charge (“PICC”) applies on a monthly basis to all Customer monthly bills as permitted by the Commission.

5.2 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

Maximum
\$25.00

Current
\$25.00

SECTION 6 – SERVICE AREAS

6.1 Local Service Areas

The Company will provide Local Exchange Service throughout the geographic area serviced by its underlying carriers, AT&T, Verizon North, Cincinnati Bell and Embarq within the state of Ohio. The local service area will correspond to those listed in the tariffs of the individual companies.

**Budget PrePay, Inc.
d/b/a Budget Phone**

EXHIBIT C

SUMMARY OF CHANGES

This filing is made in compliance with Case No. 06-1345-TP-ORD - Application to Detariff Certain Tier 2 Services and to make other changes related to the implementation of the Case No. 06-1345-TP-ORD.

Business Tier 2 Services and Interexchange Toll Services have been deleted from the Tariff and are now listed in the Company Pricing Guide available by contacting the Company at 1325 Barksdale Blvd., Suite 200, Bossier City, Louisiana 71111 or by calling 888-424-5588.

Narrative of Tariff Changes

The following pages in PUCO No. 3 (Residential Local Exchange) were affected:

<u>Page(s) Affected</u>	<u>Changes</u>
5	Adds language regarding Customer rights under MTSS (On Page 4 of Replacement Tariff, Ohio Tariff No. 4)
10	Prepaid Local Terms (Section 2.12.A &B) Moved (On Page 35 of Replacement Tariff, Ohio Tariff No. 4), Updates References to OAC
11	Updates References to OAC
11.1	Prepaid Local Customer Eligibility Criteria Moved (On Pages 36-37 of Replacement Tariff, Ohio Tariff No. 4)
12	Adds Additional Liability Language from Company Tariff No. 1, Section 1, Pages 6-10 (Liability on Pages 13- 18 of Replacement Tariff, Ohio Tariff No. 4)
20	Removes section on taxes; Updates Reference to OAC (On Page 28 of Replacement Tariff, Ohio Tariff No. 4)
21	Updates Reference to OAC (On Page 30 of Replacement Tariff, Ohio Tariff No. 4)
22	Updates Billing Dispute Text (On Page 31 of Replacement Tariff, Ohio Tariff No. 4)
23	Updates References to OAC (On Page 32 of Replacement Tariff, Ohio Tariff No. 4)
25	Deluxe Prepaid Plan (On Page 38 of Replacement Tariff, Ohio Tariff No. 4) detariffed elements moved to Pricing Guide
25.1	Bonus Plan and Basic Plan (On Pages 39 – 40 of Replacement Tariff, Ohio Tariff No. 4) detariffed elements moved to Pricing Guide; Deluxe 2000 Package moved to Pricing Guide
26	Optional Feature Rates Moved From Price List Pages 31-32 (On Page 41 of Replacement Tariff, Ohio Tariff No. 4); Directory Listings and Telecommunications Relay Service moved (On Page 44 of Replacement Tariff, Ohio Tariff No. 4) ; Promotions moved (On Page 48 of Replacement Tariff, Ohio Tariff No. 4)
27	Basic Local Exchange Service Rates moved From Price List Pages 31-32 (On Page 42 of Replacement Tariff, Ohio Tariff No. 4)
28	Late Payment Charge Moved (On Page 43 of Replacement Tariff, Ohio Tariff No. 4); Service Assistance Program Moved (On Page 44 of Replacement Tariff, Ohio Tariff No. 4);
29 - 29.2	End User Access Service Moved (On Page 45 - 48 of Replacement Tariff, Ohio Tariff No. 4)
30	Local Service Areas Moved (On Page 60 of Replacement Tariff, Ohio Tariff No. 4)
Price List 31-32	Current Rates for tariffed services moved to Services and Rates Sections of Replacement Tariff, Ohio Tariff No. 4; Current Rates for Detariffed Services moved to Pricing Guide

**Budget PrePay, Inc.
d/b/a Budget Phone**

EXHIBIT C (Cont'd.)

SUMMARY OF CHANGES (Cont'd.)

Narrative of Tariff Changes (Cont'd.)

The following pages in PUCO No. 1 (Business Local Exchange and Long Distance) were affected:

<u>Page(s) Affected</u>	<u>Changes</u>
Pages 1-17 & Section 1	Section 1, Pages 6-10 Moved (On Pages 13-18 of Replacement Tariff, Ohio Tariff No. 4); Remainder Removed (Definitions and Regulations from Company's PUCO Tariff No. 3 were used in Replacement Tariff, Ohio Tariff No. 4)
Section 2, Page 1	Moved to Page 49 of Replacement Tariff, Ohio Tariff No. 4
Section 2, Page 2 -38	Removed
Section 2, Page 39-42	Tariffed Feature Moved to Page 54 of Replacement Tariff, Ohio Tariff No.4; Other Features Detariffed and Moved to Pricing Guide
Section 2, Page 43	Moved to Page 53 of Replacement Tariff, Ohio Tariff No. 4
Section 2, Page 45	Detariffed and Moved to Pricing Guide
Section 2, Page 46-47	Moved to Page 51-52 of Replacement Tariff, Ohio Tariff No.4
Section 2, Page 48	Caller ID Number Moved to Page 54 of Replacement Tariff, Ohio Tariff No. 4; Other Features Detariffed and Moved to Pricing Guide
Section 2, Page 49	Moved to Page 50 of Replacement Tariff, Ohio Tariff No. 4
Section 2, Page 50- 55	Detariffed and Moved to Pricing Guide
Section 2, Page 56-59	Moved to Page 55-57 of Replacement Tariff, Ohio Tariff No. 4
Section 2, Page 60	Insufficient Funds and Carrier to Carrier Moved to Page 58 of Replacement Tariff, Ohio Tariff No. 4; Universal Toll Restriction Detariffed and Moved to Pricing Guide
Section 2, Page 61	Removed
Section 3	Current Rates for Tariffed Services Moved to Section 4 of Replacement Tariff, Ohio Tariff No. 4; Current Rates for Detariffed Services Moved to Pricing Guide
Section 4	Section 4.12 and 4.13 Moved to Section 5 of Replacement Tariff , Ohio Tariff No. 4; Remainder of Toll Section Detariffed and Moved to Pricing Guide

Budget PrePay, Inc.
d/b/a Budget Phone

EXHIBIT D

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

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

In accordance with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3).Rates, Terms and Conditions for detariffed services
have been deleted from the Tariff and are now available by contacting the Company at:

Budget PrePay, Inc.
d/b/a Budget Phone
1325 Bardsdale Blvd., Suite 200
Bossier City, Louisiana 71111
Or via
Toll Free Telephone Number: 888-424-5588
Or via
Email at info@budgetprepay.com.

Budget PrePay, Inc.
d/b/a Budget Phone

EXHIBIT E

CUSTOMER NOTICE

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

Residential Customer notice is included in this Exhibit.

There is no notice for Business Customers as the Company does not have any Business Customers.

Budget PrePay, Inc.
d/b/a Budget Phone

EXHIBIT F

CUSTOMER NOTICE AFFIDAVIT

RESIDENTIAL CUSTOMER NOTICE

March 14, 2008

Dear Customer:

Beginning on April 2, 2008, the prices, service descriptions, and the terms and conditions for long distance services that you are provided by Budget PrePay, Inc. d/b/a Budget Phone will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Budget PrePay, Inc. d/b/a Budget Phone 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 by requesting a copy of this information from Budget PrePay, Inc. d/b/a Budget Phone at 1325 Barksdale Blvd., Bossier City, LA 71111, by calling 1-888-424-5588, or via email at info@budgetprepay.com.

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

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

If you have any questions about this matter, please call Budget Phone at the toll free number 888-424-5588 or visit us at www.budgetphone.com. You may also visit the consumer information page on the PUCO's website at puco.ohio.gov for further information.

Sincerely,

Budget Prepay, Inc. d/b/a Budget Phone

CUSTOMER NOTICE AFFIDAVIT

STATE OF: Louisiana

PARISH OF: Bossier

AFFIDAVIT

I, Molly Vance, Comptroller, am an authorized agent of the applicant corporation, Budget PrePay, Inc. d/b/a Budget Phone, and am authorized to make this statement on its behalf. I attest that the customer notice accompanying this affidavit was sent to affected customers via direct mail on March 14, 2008 in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 18th March, 2008 Bossier City, LA
(Date) (Location)

/s/ Molly F. Vance
Molly Vance, Comptroller

Subscribed and sworn to before me this 18th March 2008
(Date)

Becky K. Henderson

Notary Public

My Commission Expires:

BECKY HENDERSON, NOTARY PUBLIC
BOSSIER PARISH, LOUISIANA
NOTARY ID NUMBER 039380
MY COMMISSION IS FOR LIFE

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

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in

Case No(s). 08-0604-TP-AST

Summary: Application to Detariff Certain Tier 2 Services and make other changes related to the implementation of Case No. 06-1345-TP-ORD electronically filed by Ms. Suzanne Pagana on behalf of Budget PrePay, Inc. d/b/a Budget Phone