

E-Filed VIA DIS SYSTEM

June 26, 2008

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

**Re: Convergia Inc. - 90-6103
Detariff Filing**


Dear Sir/Madam:

Enclosed herewith for filing with the Commission please find the above-mentioned company's detariffing application in compliance with 06-1345-TP-ORD.

The Company is submitting P.U.C.O. Tariff No. 2 and respectfully requests that this tariff replace in its entirety P.U.C.O. Tariff No. 1 currently on file with the Commission.

Any questions regarding this filing may be directed to the undersigned.

Regards,



Elizabeth Manzoni
Contract Administrator

Enclosures

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 Convergia, Inc.)
))
to Detariff Certain Tier 2 Services and make other changes)
related to the Implementation of Case No. 06-1345-TP-ORD)

TRF Docket No. 90-6103

Case No. ___ - ___ - **TP - ATA**

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

Name of Registrant(s) Convergia, Inc.

DBA(s) of Registrant(s)

Address of Registrant(s) 237 Hymus Boulevard, Pointe Claire, Quebec, Canada H9R 5C7

Company Web Address www.convergia.com

Regulatory Contact Person(s) Elizabeth Manzoni

Phone 514-694-7710,
ext. 2522

Fax 514-428-8484

Regulatory Contact Person's Email Address elizabeth.manzoni@future.ca

Contact Person for Annual Report Joyce Tessier

Phone 514-694-7710,
ext. 5535

Address (if different from above)

Consumer Contact Information Orville Broomes

Phone 514-693-6300,
ext. 5141

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.

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

Part II – Exhibits

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

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

x	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.
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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, Steve Roussos, and am authorized to make this statement on its behalf.
(Name)

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

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

Executed on (Date) 6/26/08 at (Location) Pointe Claire, Quebec, Canada

*(Signature and Title) 
Executive Vice President & Chief Financial Officer


(Date) 6/26/08

- *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, Steve Roussos

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title)  Executive Vice President & Chief Financial Officer (Date) 6/26/08

**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

EXHIBIT A

EXISTING AFFECTED TARIFF PAGES

TELECOMMUNICATIONS TARIFF

OF

CONVERGIA, INC.

237 Hymus Boulevard
Pointe Claire, Quebec
H9R 5C7
1-800-293-7778

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

TARIFF NO.

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Convergia, Inc. ("Company") within the State of Ohio.

This Tariff is on file with the Public Utilities Commission of Ohio. Copies may be inspected during normal business hours at the Company's principal place of business: 237 Hymus Blvd., Pointe Claire, Quebec, H9R 5C7, Canada.

Issued:

Effective Date:

Issued By:

Mr. Mitchell K. Weinberg
General Counsel
Convergia, Inc.
237 Hymus Boulevard
Pointe Claire, Quebec, H9R 5C7, Canada
1-800-477-6668
TRF No.

CHECK SHEET

Sheets 1 through 36 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original		
18	Original		
19	Original		
20	Original		

* Indicates tariff sheets included with this filing.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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TRF No.

APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by Convergia, Inc. between various locations within the State of Ohio.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission:

Public Utility Commission of Ohio ("Commission" or "PUCO").

Company:

Convergia, Inc. ("Convergia").

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

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Effective Date:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

MTS:

Message Toll Service

O.A.C:

Ohio Administrative Code

Prepaid Calling Card:

A card issued by the Company permitting users to purchase a predetermined amount of access to the Company's long distance service prior to the use of Service(s). Also called a debit card.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

PUCO:

Public Utility Commission of Ohio

Subscriber:

See "Customer" definition.

"800" Number:

An interexchange service offered pursuant to this tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 877-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Ohio.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. The Company also reserves the right to refuse further service due to non-payment in accordance with Chapter 4901:1-5-17 O.A.C.

2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

Issued:

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS OF SERVICE, Continued

- 2.2.2. Company reserves the right to disconnect service without incurring liability in accordance with Chapter 4901:1-5-17, O.A.C.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until this indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.
- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

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General Counsel
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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.4. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Ohio law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges. However, Customer shall not be liable for fraudulent calls.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.11. 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.

2.5. LIMITATIONS OF LIABILITY WITH RESPECT TO PREPAID CALLING CARDS

- 2.5.1. In addition to the Limitations of Liability, set forth in Section 2.4., the Company limits its liabilities with respect to Prepaid Calling Cards as follows:
- A. The Company makes no warranty, guarantee, representation, either express or implied, regarding the merchantability, accuracy, reliability, condition or fitness of the information provided in connection with the use of the Services.
 - B. The Company will have no liability to Customer or any third party for claims that a Prepaid Calling Card or its PIN has been lost, stolen or fraudulently used. In no event will the Company be obligated to restore any Prepaid Calling Card account or otherwise reimburse any Cardholder for any calls charged to the Prepaid Calling Card account which such Cardholder denies having made.
 - C. If the Company issues a Prepaid Calling Card and the PIN will not access the Company's Service, the Company's sole liability will be the manufacturing and shipping costs associated with replacing such cards. This obligation is exclusive and is in lieu of all other warranties, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event will the Company be liable for special or consequential damages arising from the relationship or the conduct of business contemplated therein.

Issued:

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TRF No.

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. LIMITATIONS OF LIABILITY WITH RESPECT TO PREPAID CALLING CARDS, Continued

- D. If Company chooses to subcontract the printing of Prepaid Calling Cards, Company cannot be held liable for delays of delivery or any other problem(s) that are directly related to the subcontractor.
- E. Upon the Customer's receipt of Company Prepaid Calling Cards, the Customer will assume all risk of loss or misuse of such Prepaid Calling Cards.

2.6. INDEMNITY

Subject to the limitations of liability set forth in Section 2.4 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.8. INTERRUPTION OF SERVICE

- 2.8.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. The Customer shall notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.8.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.8.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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Issued By:

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Pointe Claire, Quebec, H9R 5C7, Canada
1-800-477-6668
TRF No.

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

2.10. MINIMUM SERVICE PERIOD

Customers may cancel service at any time, unless prohibited by a Customer executed agreement.

2.11. PAYMENTS AND BILLING

- 2.11.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis, and sent via first class mail or by electronic posting to a secure site on the Internet. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.11.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.11.3. Billing is payable via check, wire transfer, credit card or automatic bank debit upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a payment charge for the unpaid balance, as set forth in Section 4.2., and may be subject to additional collection agency fees.
- 2.11.4. A charge will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written as set forth in Section 2.12 of this Tariff.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.11. PAYMENTS AND BILLING, Continued

- 2.11.5. Billing disputes should be addressed to Company's customer service organization via telephone to 866.669.4357. Customer service representatives are available from 8:00 AM to 8:00 PM Eastern Time. Messages may be left for Customer Services from 8:01 PM to 7:59 AM Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 2.11.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
 - B. Pursuant to Chapter 4901:1-5-05 O.A.C., the Company shall provide a report of each complaint's resolution within ten (10) business days of the receipt of the complaint to the Customer, when the complaint was made directly by the Customer, or to the Customer and Commission staff, when the complaint was referred to the Company by Commission staff. If the investigation is not complete within ten (10) business days of receipt of the complaint, the Company shall provide an interim report to the Customer or to the Customer and Commission staff, as set forth above. The report shall contain the information required by Chapter 4901:1-5-05 O.A.C.
 - C. The Company shall inform the Customer or the Customer and Commission staff of the results of the investigation orally or in writing, unless the Customer or Commission staff request the results to be presented in writing. The Company shall inform the Customer of its right to a written report if the report is presented orally.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. PAYMENTS AND BILLING, Continued

- D. If there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Ohio Public Utilities Commission for its investigation and decision. The Company will provide the Customer with the address, local/toll free numbers and TDD/TTY number of the Commission's Public Interest Center.

The address and telephone number of the Commission are:

Attn: P.U.C.
Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, OH 43215-3793
Telephone: 1-800-686-7826 (voice)
1-800-686-1570 (TDD)

2.12. RETURNED CHECK CHARGE

When a Customer's check is not honored by the financial institution and the check is returned to the Company due to "insufficient funds" in the Customer's account or for similar reasons, a charge of \$20.00 shall apply, unless the Customer can establish that the charge should not be assessed.

2.13. LATE PAYMENT FEES

A late payment charge of 1.5 percent per month will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed by 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. CANCELLATION BY CUSTOMER

- 2.12.1. Customer may cancel service by subscribing to another presubscribed interexchange carrier.
- 2.14.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made, and notice and the payment of associated local exchange company charges, if any, for service charges has been made.
- 2.14.3. 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:
- A. 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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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. CANCELLATION BY COMPANY

- 2.15.1. Company reserves the right to refuse or disconnect service to Customer without notice to the Customer and without incurring liability in the following circumstances set forth in 4901:1-5-17(G):
- A. When an emergency may threaten the health or safety of a person. If service is disconnected, the Company shall act promptly to assure restoration of service as soon as possible;
 - B. In the event of a Customer's use of telecommunications equipment in such a manner as to adversely affect the Company's equipment, its service to others, or the safety of the Company's employees or Customers; or
 - C. In the event of tampering with any facilities or equipment furnished and owned by the Company.
- 2.15.2 The Company may disconnect a Customer's service for non-payment of service upon seven day's notice to the Customer, as set forth in Chapter 4901:1-5-17(B), (J) and (K).

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. CANCELLATION BY COMPANY, Continued

- 2.15.3. The Company will notify or attempt to notify a Customer, through any reasonable means, before service is disconnected for the following reasons as set forth in Chapter 4901:1-5-17(D) and (E):
- A. A violation of or noncompliance with the Company's rules or tariffs on file with the Commission, except non-payment for service;
 - B. A failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
 - C. Refusal to permit the Company necessary access to its facilities or equipment; or
 - D. When the customer has committed a fraudulent practice as set forth and defined in this Tariff.
- 2.15.4. The Company may not discontinue a Customer's service when the Customer pays the Company the total amount due (or an amount agreed upon between the Company and the Customer to prevent disconnection) on the Customer's account by the close of business on the disconnection date listed on the disconnection notice.
- 2.15.5. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.15.6. At the Customer's request and upon notification by the Customer that the Customer's calling card is being used fraudulently, the Company shall cancel the Customer's calling card and issue a new card and personal identification code to the Customer. The Company will take appropriate steps to determine the requesting Customer's identity.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. CANCELLATION BY COMPANY, Continued

- 2.15.7. If a Customer informs the Company that collect and third-party calls are fraudulently being billed to the Customer, the Company will investigate the Customer's claim through the fraud department of its underlying carrier. If the Customer's claim is meritorious, the Company will make adjustments in the Customer's bills as appropriate and refer the Customer to their Local Exchange Company, which may place blocks on the Customer's third-party and collect calling capability.

2.16. INTERCONNECTION

- 2.16.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.16.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.17. DEPOSITS AND ADVANCE PAYMENTS**

The Company does not collect deposits or advanced payments for intrastate service at this time. Should the Company collect deposits for intrastate service at any time in the future, the amount will be determined according to either of the two methods permitted in Rule 4901:1-5-13 of the O.A.C. Deposits held for less than 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days or longer will be handled in accordance with Rule 4901:1-17-05 of the O.A.C.

The Company may only collect advance payments where the Customer has requested special construction of facilities.

2.18. CREDITWORTHINESS

The Company will not require Customers to establish credit prior to the initiation of service.

2.19. TAXES

The Customer is responsible for payment of all state, local and 9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible, and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Commission. These charges will appear as separate line items on the Customer's bill, and are not included in the quoted rates. Any such line item charges will be reflected in the Company's tariff. The Company will not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end-users without seeking Commission approval under the appropriate procedures required by the Commission. The Company shall comply with Commission procedures by sending notice to all Customers informing them of the new line item charges.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services, unless otherwise provided in this Tariff, is six (6) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

3.2. CONVERGIA TELECOMMUNICATIONS SERVICES

- 3.2.1. Company provides switched and dedicated access telecommunications services that allow Customer to establish a communications path between two stations by using uniform dialing plans.

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Effective Date:

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. CONVERGIA TELECOMMUNICATIONS SERVICES, Continued

3.2.2. **One Plus Service** is a switched or dedicated access service offering users outbound "1 plus" long distance telecommunications services.

3.2.3. **Toll Free Service** is a switched or dedicated access service offering users inbound, toll free long distance telecommunications services. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned toll free number. The Customer pays for the call.

3.2.4. **Calling Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch-tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly long-distance bill.

3.2.5. **Prepaid Calling Card Service** is a discretionary, switched access service available to Customers via a toll-free number from any touchtone telephone in the United States. Customers purchase the Company's prepaid calling cards, which immediately enable users to place calls from any touchtone telephone, at the Company's tariffed rates.

Prepaid calling cards are available to end-users through purchase from either the Company or agents of the Company and may be obtained in various unit denominations with a per unit value.

Calls to 700, 800, 888, 900, and 950 numbers are not permitted with this Service.

Calls may only be charged against the Prepaid Calling Card if there is a sufficient balance available to cover the cost of the call. Card balances will be depleted and reduced based upon Customer usage. Customers are informed five (5) minutes and one (1) minute before their account is depleted. When the balance of available time is depleted the call will be terminated. Cards are nonrefundable and will expire on the date specified on the card or by the carrier.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. All promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

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Effective Date:

SECTION 4 - RATES**4.1. SERVICE CHARGES**

Service charges per account are based on the following schedule:

4.1.1. Convergia Switched One Plus Service

Initial Thirty (30) Seconds	Additional Six (6) Seconds
\$0.045	\$0.009

4.1.2. Convergia Dedicated One Plus Service

Initial Six (6) Seconds	Additional Six (6) Seconds
\$0.006	\$0.006

4.1.3. Convergia Switched Toll-Free Service

Initial Thirty (30) Seconds	Additional Six (6) Seconds
\$0.045	\$0.009

4.1.4. Convergia Dedicated Toll-Free Service

Initial Six (6) Seconds	Additional Six (6) Seconds
\$0.006	\$0.006

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SECTION 4 – RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.5. Convergia Postpaid Calling Card Service**

Initial Sixty (60) Seconds	Additional Sixty (60) Seconds
\$0.19	\$0.19

4.1.6. Convergia Prepaid Calling Card Service

Initial Sixty (60) Seconds	Additional Sixty (60) Seconds
\$0.19	\$0.19

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SECTION 4 – RATES, Continued

4.2. MISCELLANEOUS FEES AND SURCHARGES

4.2.1. Late Payment Penalty

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

4.2.2. Returned Check Charge

A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

4.2.3. Toll Free Number Directory Listing Fee

Customers who subscribe to the Company's toll free service and would like their toll free numbers listed in toll free directory assistance will be charged the following fees:

Non-recurring directory fee:	\$15.00
Monthly recurring directory fee:	\$15.00

4.2.4. Rates for Installation of Dedicated Facilities

Rates for installation of dedicated facilities, and recurring charges associated with such facilities, are included with the Company's interstate service offerings and may be obtained by contacting Customer Service at 866-669-4357.

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SECTION 4 – RATES, Continued

4.3. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis, and will be filed with the Public Utilities Commission of Ohio.

4.4. DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATIONS RELAY SERVICE

4.4.1. Definitions

For purposes of this subsection, the definition of disabled refers to those persons with communication disabilities, including hearing disabled, deaf, deaf/blind, and speech disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.

4.4.2. Application of Discount

- a) Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible for receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled are eligible to receive a discount off their MTS rates.

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Effective Date:

SECTION 4 – RATES, Continued

**4.4. DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND
THE TELECOMMUNICATIONS RELAY SERVICE, Continued**

4.4.2. Application of Discount, Continued

- b) All MTS calls placed through the telecommunications relay service (TRS) are eligible to receive a discount off the MTS rates.
- c) The discount shall not apply to sponsor charges associated with calls placed to pay per call services, such as 900, 976, or 900 –like calls.

4.4.3. Discounts

Upon receipt of the appropriate application, and certification or verification by a person with a communication disability, the following discount shall be made available for the benefit of the disabled person:

Off the basic MTS, current, price list day rates: no less than a straight 70% discount shall be made available on a 24 hour a day basis.

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Effective Date:

SECTION 4 – RATES, Continued

4.5. EMERGENCY SERVICES CALLING PLAN

Message toll telephone calls, to governmental emergency service agencies as set forth below in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of the emergency call as set forth in (b) following, are offered at no charge to customers:

- (a) Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.
- (b) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

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Effective Date:

EXHIBIT B

PROPOSED REVISED TARIFF PAGES

This Tariff No. 2 filed by Convergia, Inc., cancels and replaces in its entirety, the current tariff on file with the Commission, P.U.C.O. Tariff No. 1.

TELECOMMUNICATIONS TARIFF

OF

CONVERGIA, INC.

237 Hymus Boulevard
Pointe Claire, Quebec
H9R 5C7
1-800-293-7778

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

TARIFF NO. 2

Toll services, except for Customer Deposits, Return Check Charge, and Late Payment Charges are now located in the Company's pricing guide at www.Convergia.com, and may also be viewed at the Company's headquarters at 237 Hymus Boulevard, Pointe Claire, Quebec, H9R 5C7, Canada.

"Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." **These rights and responsibilities include complaint handling, ordering or changing services, service repair, payment of bills, and disconnection and reconnection of service.**

Issued: June 16, 2008

Effective: June 16, 2008

Mr. Steve Roussos
Executive Vice President and Chief Financial Officer
Convergia, Inc.
237 Hymus Boulevard
Pointe Claire, Quebec
H9R 5C7, Canada
1-514-693-6300

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Issued: June 16, 2008

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1.1 RETURNED CHECK CHARGE

When a Customer's check is not honored by the financial institution and the check is returned to the Company due to "insufficient funds" in the Customer's account or for similar reasons, a charge of \$20.00 shall apply, unless the Customer can establish that the charge should not be assessed.

1.2 LATE PAYMENT FEES

A late payment charge of 1.5 percent per month will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed by 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.

1.3 CUSTOMER DEPOSITS

The Company does not collect deposits or advanced payments by Customers for services.

Issued: June 16, 2008

Effective: June 16, 2008

Mr. Steve Roussos
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EXHIBIT C

SUMMARY OF CHANGES

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EXHIBIT D

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

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

This tariff, P.U.C.O. Tariff No. 2 filed by Convergia, Inc., cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. Tariff No. 1.

This tariff is being replaced in accordance with Ohio Case No. 06-1345-TP-ORD. Detariffed services are available at www.convergia.com and may also be viewed at the Company's headquarters: 237 Hymus Boulevard, Pointe Claire, Quebec, H9R 5C7, Canada.

EXHIBIT E
CUSTOMER NOTICE

Copy of the Customer Notice of detariffing and related changes pursuant to 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).

June 26, 2008

RESIDENTIAL CUSTOMER NOTICE

Dear Sir/Madam:

Beginning on July 1, 2008 the prices, service descriptions, and the terms and conditions for long distance services that you are provided by Convergia, Inc. (Convergia), will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

The telecommunication services affected will include, but may not be limited to, prepaid calling card services, long distance services, and toll free services.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Convergia must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings in a brochure online at www.convergia.com, or you can request a copy of this information by contacting Convergia at 237 Hymus Boulevard, Pointe Claire, Quebec, Canada H9R 5C7, or 866-669-4357.

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 Convergia at the toll free number 866-669-4357, or visit us at www.convergia.com. You may also visit the

consumer information page on the PUCO's website at puco.ohio.gov for further information.

Sincerely,

Convergia, Inc.

June 26, 2008

NON-RESIDENTIAL CUSTOMER NOTICE

Dear Sir/Madam:

Beginning on July 1, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by Convergia, Inc. (Convergia), will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

The telecommunication services affected will include, but may not be limited to prepaid calling card services, long distance services, and toll free services.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Convergia must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings in a brochure online at www.convergia.com, or you can request a copy of this information by contacting Convergia, Inc., at 237 Hymus Boulevard, Pointe Claire, Quebec, Canada H9R 5C7, or 866-669-4357.

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

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

If you have any questions about this matter, please call Convergia at the toll free number 866-669-4357, or visit us at www.convergia.com.

Sincerely,

Convergia, Inc.

EXHIBIT F

CUSTOMER NOTICE AFFIDAVIT

CUSTOMER NOTICE AFFIDAVIT

PROVINCE OF: Quebec


SS:

CITY OF: Pointe Claire

AFFIDAVIT


I Steve Roussos, am an authorized agent of the applicant corporation, Convergia, Inc., and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through mail (type of notice) on June 26, 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 6/26/08 Pointe Claire, Quebec
(Date) (Location)

/s/ 

Executive Vice President and Chief Financial Officer, 6/26/08
(Signature and Title) (Date)

Subscribed and sworn to before me this 6/26/08
(Date)


Notary Public
My Commission Expires: February 6, 2009



This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/26/2008 4:02:26 PM

in

Case No(s). 08-0786-TP-ATA

Summary: Application Detariff Application for Convergia, Inc. electronically filed by Ms. Elizabeth Manzoni on behalf of Convergia, Inc. and Manzoni, Elizabeth Ms.