

EXPEDIENT CARRIER SERVICES, LLC

Jun 630, 2008

Ms. Renee J. Jenkins
Director of Administration
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215

FILE

Re:

Case No. 06-1345-TP-ORD

Dear Ms. Jenkins:

08-831-TP-ATA 90-6202-CT-TRF

Please find enclosed the application of Expedient Carrier Services, LLC ("ECS") to detariff its Tier 2 nonresidential services and/or regulated toll services, as required by Case No. 06-1345-TP-ORD.

Included with the application are the Commission's Telecommunications Application Form for Detariffing and Related Actions; Exhibit A (existing affected tariff pages); Exhibit B (proposed revised tariff pages); Exhibit C (matrix summarizing changes proposed in the application); Exhibit D (explanation of address for obtaining information on rate, terms and conditions for detariffed services); Exhibit E (copy of customer notice sent to customers); and Exhibit F (affidavit verifying that the customer notice was sent to customers).

Please direct any questions about this application to the undersigned.

Sincerely,

Stephen Abbey Chief Executive Officer Expedient Carrier Services, LLC 7270 Cardinal Lane Chagrin Falls, Ohio 44022

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 Expedient Carrier Services, LLC to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06- 1345-TP-ORD		TRF Docket No. 90-6202 Case No. 831 -TP - A. NOTE: Unless you have reserved a fields BLANK.	
Name of Registrant(s) Expedient Carrier Services, LLC			
DBA(s) of Registrant(s)			
Address of Registrant(s) 7270 Cardinal Lane, Chagrin Falls	s, OH 440	22	
Company Web Address			
Regulatory Contact Person(s) Stephen Abbey		Phone (216) 773-0660	Fax (877) 558-1757
Regulatory Contact Person's Email Address sabbey@ex100.d	com		
Contact Person for Annual Report Stephen Abbey			Phone (216) 773-0660
Address (if different from above)			
Consumer Contact Information Stephen Abbey			Phone (216) 773-0660
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>	☐ ILEC		☐ CTS
Business Tier 2 Services		×	
Residential & Business Toll Services		\boxtimes	
Other Changes required by Rule (Describe in detail in Exhibit C)			

Part II - Exhibits

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

Tivic mat	Twice that the following eximples are required for an inings using this form.		
Included	Identified As:	Description of Required Exhibit:	
	Exhibit A	The existing affected tariff pages.	
	Exhibit B	The proposed revised tariff pages.	
	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.	
	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:	
		• 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).	
	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).	
\square	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to	
		Customers.	

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, <u>Stephen Abbey</u> (Name)	, and am authorized to make this statement on its behalf.
I attest that these tariffs comply with all applicable rules, including the Minimum 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do rules, including the Minimum Telephone Service Standards, as modified and clarified our tariff. We will fully comply with the rules of the state of Ohio and understand the suspension of our certificate to operate within the state of Ohio.	not imply Commission approval and that the Commission's from time to time, supersede any contradictory provisions in
I declare under penalty of perjury that the foregoing is true and correct. Executed on (Date) 62600000000000000000000000000000000000	(Date) 6-26 eV
 This affidavit is required for every tariff-affecting filing. It may be signed by counse applicant. 	l or an officer of the applicant, or an authorized agent of the
VERIFICATION	
1, <u>Stephen Abbey</u> verify that I have utilized the Telecommunications Application Form for Detariffing and Related submitted here, and all additional information submitted in connection with this case, is true and	Actions provided by the Commission and that all of the information correct to the best of my knowledge.
(Signature and Title) *Verification is required for every filing. It may be signed by counsel or an officer of the application.	(Date) 6-20 m, or an authorized agent of the applicant.
Send your completed Application Form, including all required attachm	sents as well as the required number of copies, to:

Or

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

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

TABLE OF EXHIBITS

Exhibit A	ECS Existing Tariff Pages
Exhibit B	ECS Proposed Revised Tariff Pages
Exhibit C	Matrix Summarizing Revisions to Tariff
Exhibit D	Explanation of Disclosure of Rates, Terms, and Conditions for Detariffed Services
Exhibit E	Sample Customer Notice Regarding Detariffed Services
Exhibit F	Customer Notice Affidavit

EXHIBIT A

EXPEDIENT CARRIER SERVICES, LLC

REGULATIONS AND SCHEDULE OF CHARGES FOR RESALE OF COMPETITIVE INTEREXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF OHIO

Issued: August 12, 2004

CHECK PAGE

All of the pages of this Tariff are effective as of the date shown at the bottom of the page. Original and revised pages as named below comprise all changes from the original Tariff.

PAGE	REVISION
1	Original Page
2	Original Page
3	Original Page
4	Original Page
5	Original Page
6	Original Page
7	Original Page
8	Original Page
9	Original Page
10	Original Page
11	Original Page
12	Original Page
13	Original Page
14	Original Page
15	Original Page
16	Original Page
17	Original Page
18	Original Page
19	Original Page
20	Original Page

By: Shawn McGorry, President and COO

CHECK PAGE (continued)

PAGE	REVISION
21	Original Page
22	Original Page
23	Original Page
24	Original Page
25	Original Page
26	Original Page
27	Original Page
28	Original Page
29	Original Page
30	Original Page
31	Original Page
32	Original Page
33	Original Page
34	Original Page
35	Original Page
36	Original Page
37	Original Page
38	Original Page
39	Original Page
40	Original Page
41	Original Page
42	Original Page
43	Original Page
44	Original Page

CHECK PAGE (continued)

PAGE	REVISION
45	Original Page
46	Original Page
47	Original Page
48	Original Page
49	Original Page
50	Original Page
51	Original Page
52	Original Page
53	Original Page
54	Original Page
55	Original Page
56	Original Page
57	Original Page
58	Original Page
59	Original Page
60	Original Page
61	Original Page

TABLE OF CONTENTS

ra	ige 140.
Title Page	1
Check Page	2
Table of Contents	5
Index	6
Concurring, Connecting, or Other Participating Carriers	8
Symbols	8
Tariff Format	9
Section 1 - Technical Terms and Abbreviations	10
Section 2 - Rules and Regulations	13
Section 3 - Description of Services	46
Section A., Price List	55

Page No.

Index

Application For Service	28
Billing	
Cancellation By Company	34
Cancellation By Customer	35
Check Pages	2-4
Customer Deposits	
Customer Service	32, 33
Deposits	29
Description of Services	46-54
Directory Assistance	52, 59
Establishment of Credit	29
Initial and Additional Period	37
Interruption of Service	41
Late Charge	31, 61
Late Payment Fee	32
Limitation of Liability	20-24
Limitations On Service	14-19
Obligations of the Customer	26-28
Payment For Services	30-32
Payphone Surcharge	61
Promotional Offerings	
Rate Periods	38
Restoration of Services	42
Return Check Charge	45 61

Index (continued)

	Page No.
Rounding	
Rules and Regulations	13-45
Symbols	
Tariff Format	
Timing of Calls	30
Toll Blocking Process	43, 44
Undertaking of the Company	
Use of Comics	

CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

None

SYMBOLS

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

D - Delete Or Disc	continue
--------------------	----------

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

TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.
- C. Paragraph Numbering Sequence There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.1
 - 2.1.1
 - 2.1.1 (A)
 - 2.1.1 (A).1
 - 2.1.1 (A).l.a
 - 2.1.1 (A).1.a.i
- D. Check Pages When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

Issued: August 12, 2004

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Authorized User: A person, firm or corporation, who is authorized by the Customer/Subscriber to utilize the services of the Customer/Subscriber.

Business Customer: A Business Customer is a Customer who subscribes to the Company's service(s) in the name of business, trade, or profession and/or primarily uses the service for business purposes.

CAP: CAP is an acronym for Competitive Access Provider which is any provider of local access service other than the Local Exchange Carrier.

Company: Company refers to Expedient Carrier Services, LLC.

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

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Dedicated Access: If a Customer's location has a direct path to the long distance network of the DUC or the Company's switch, it is considered Dedicated Access. When Dedicated Access is required to access the Company's Services, the Customer is responsible for obtaining access. In telecommunications terminology, this is also referred to as special access.

DUC: DUC stands for any Designated Underlying Carrier used by the Company.

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

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

LEC: LEC stands for Local Exchange Carrier.

NPA: NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

NXX: NXX is the first three digits of the Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

PIC: PIC stands for Primary Interexchange Carrier.

Issued: August 12, 2004 Effective: September 13, 2004

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

POP: POP is an acronym for Point-of-Presence and is the central office of the Company or DUC where the LEC or CLEC hands off the traffic of the Company's Customers or where the Customer's digital facility interconnects with the DUC's POP or the Company's switch.

Residential Customer: A Residential Customer is a Customer who subscribes to the Company's service(s) in a non-business, trade, or professional name.

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

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

Switched Access: A method of reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

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

U.S.F.: U.S.F. stands for Universal Service Fund.

2.1 Undertaking of the Company

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff. The territory is all counties within Ohio.
- 2.1.2 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS), switch network services, private lines and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.
- 2.1.4 The Subscriber is entitled to limit the use of Company's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Company.

Issued: August 12, 2004

2.2 Limitations On Service

- 2.2.1 Service is offered by the Company subject to the availability of necessary facilities, equipment and/or billing arrangements with the DUC and/or LEC. Necessary facilities and equipment may include but is not limited to facilities or equipment to be provided by Company, connecting carriers, underlying carriers, owners and operators of transmission capacity leased to Company or the LEC.
- 2.2.2 In compliance with 4901:1-5-17 of Ohio Administrative Code applicable to toll service providers, the Company reserves the right to discontinue Service or to limit the use of Service without liability when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff.
- 2.2.3 The Company may undertake to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing services to any Customer.

Issued: August 12, 2004

2.2 Limitations On Service (continued)

- 2.2.3 Conditions under which the Company may, without notice pursuant to 4901:1-5-17(G) of the Ohio Administrative Code applicable to toll service providers, terminate Service without liability include, but are not limited to:
 - (A) if an emergency may threaten the health or safety of a person or Service. If Service is disconnected, the Company shall act promptly to restore Service as soon as possible; or
 - (B) if a Customer's use of telecommunications equipment adversely affects the Company's equipment, its Service to others, or the safety of the Company's employees or Customers; or
 - (C) if a Customer tampers with Company-Provided facilities or equipment.

Issued: August 12, 2004

- 2.2 Limitations On Service (continued)
 - 2.2.4 Conditions under which the Company may, with notice pursuant to 4901:1-5-17 (B),(D), and (E) of Ohio Administrative Code, terminate Service without liability include, but are not limited to:
 - (A) a violation or noncompliance with the Company's rules or tariff(s) on file with the Commission; or
 - (B) a failure to comply with the municipal ordinances or other laws pertaining to telecommunication services; or
 - (C) when the Customer has committed a fraudulent practice as set forth in the Company's tariffs on file with the Commission; or
 - (D) failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.8.1 or Section 2.8.2 of this Tariff; or
 - (E) non-payment of any sum for regulated toll Service owed the Company by the due date printed on the bill.
 - 2.2.5 Initial and continuing service is offered subject to the availability of necessary facilities, billing services, and/or equipment, including those to be provided by the DUC(s), the Company, the CAP(s), or the LEC.

Issued: August 12, 2004

- 2.2 Limitations On Service (continued)
 - 2.2.6 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to:
 - (A) Use of service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
 - (B) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers; or
 - (C) Any calls placed by means of illegal equipment, service, or device.

Issued: August 12, 2004

2.2 Limitations On Service (continued)

- 2.2.7 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all time, in full force and in effect until modified in writing, signed by the Company and Customer.
- 2.2.8 To control fraud, service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored at Company's option as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.2.9 The Company reserves the right to change DUCs at any time.
- 2.2.10 The Company reserves the right, without incurring liability, to terminate or refuse to provide service to or from any location where the necessary facilities, billing arrangements, and/or equipment are not available.
- 2.2.11 The Customer obtains no property right or interest in any specific type of facility, service, connection, equipment, number process or code. All right, title and interests to such items remain, at all times, solely with the Company.

Issued: August 12, 2004

- 2.2 Limitations On Services (continued)
 - 2.2.12 The Company will accept a Customer's or Applicant's request for a particular toll free telephone number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the toll free number will be made prior to the initiation of Service to the Customer. Assignment of the toll free telephone number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active toll free number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer an toll free number to another person, the Company may refuse to establish Service. If a Customer's toll free telephone number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the toll free number, the Company, may upon written notice, discontinue Service.
 - 2.2.14 The availability of toll-free numbers from the Company is limited by the Company's ability to obtain toll-free numbers from the DUC and/or the 800 SMS Database.
 - 2.2.15 If a Customer accumulates past-due charges, the Company reserves the right not to honor the Customer's request for a change in inbound service to another carrier (e.g. "porting" of the toll-free number), including a request for a Responsible Organization (Resp. Org.) change, until such time as all charges are paid in full and all disputes, if any, resolved.

Issued: August 12, 2004

2.3 Limitation On Liability

The Company's liability will be limited to that expressly assumed in Paragraphs 2.3.1 through 2.3.9 of this Tariff and that arises in connection with the provision of service to Customer.

2.3.1 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the service or furnishing facilities or equipment associated with such service.
- (B) Damages caused by the fault or negligence or misconduct of the Customer.
- (C) Any failure to provide or maintain service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings.

Issued: August 12, 2004

2.3 Limitation On Liability (continued)

2.3.1 (continued)

- (E) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in service contained in this Tariff.
- (F) The use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. In the case of toll free service, this also applies to third parties who dial the Customer's toll free number by mistake.
- (G) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent fraudulent or unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of service.

Issued: August 12, 2004

2.3 Limitation On Liability (continued)

- 2.3.2 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from or are caused by the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. In addition, all of the service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.3.3 With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.4 The Company may rely on CAPS, LECs, DUCs, or other third parties to provide all or any portion of the Company's service.
- 2.3.5 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.6 Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.

Issued: August 12, 2004

- 2.3 Limitation On Liability (continued)
 - 2.3.7 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:
 - (A) Unavoidable interruption in the working of transmission facilities; or
 - (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
 - (C) 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 of any one or more of such governmental entity, or of any civil or military authority; or
 - (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
 - (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.
 - 2.3.8 In the event the Company or the DUC learn of possible fraudulent use of any Company services, the Company will make an effort to contact the Customer, but service may be terminated or blocked without notice and without liability to the Company.

Issued: August 12, 2004

- 2.3 Limitation On Liability (continued)
 - 2.3.9 The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers, Cardholders, Subscribers, or End Users; negligent or defective services to Customers, Cardholders, Subscribers, or End Users; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

Issued: August 12, 2004

2.4 Use of Service

- 2.4.1 The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing of service. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the Company or others.
- 2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes such as use of electronic devices, invalid numbers, and false credit devices to avoid payment for service contained in this Tariff either in whole or in part. Service furnished by the Company will not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. Nor will service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's service. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.
- 2.4.4 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

Issued: August 12, 2004 Effective: September 13, 2004

2.5 Obligations of the Customer

- 2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:
 - (A) Any claim asserted against the Company arising out of or relating to the failure of the Company to provide service to Customers, Cardholders, or End Users.
 - (B) Any and all liabilities, costs, damages, and expenses resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or prices, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor.
 - (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's material, data, information, or other content transmitted via service.
 - (D) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.
 - (E) Violations by Customer of the right to privacy.

Issued: August 12, 2004

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer in connection with service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, 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 directly or indirectly by the provision of service, where such loss, claim, demand, suit, action, or liability is not the direct result of the Company's negligence or willful misconduct.

Issued: August 12, 2004

2.5 Obligations of the Customer (continued)

- 2.5.2 If a Customer directly or indirectly authorizes third parties to use the service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties.
- 2.5.3 The Subscriber is responsible for the payment of charges for all calls originated at the Subscriber's telephone numbers, PIN, Authorization Code or card numbers which are not collect, third party, calling card, or credit card calls.

2.6 Application For Service

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate and that complies with the rules of the Commission. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with this Tariff. The Applicant may be required to establish credit satisfactory to the Company as provided in Paragraph 2.7.

Issued: August 12, 2004

2.7 Establishment of Credit

2.7.1 Applicant

The Company reserves the right to require all Applicants to establish credit worthiness pursuant to Ohio Administrative Code 4901;1-17-03 and 4901:1-5-13(A) applicable to toll service providers. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

2.7.2 Customer

If the conditions of services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit in compliance with 4901:1-5-13 of Ohio Administrative Code applicable to toll service providers. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

2.8 Customer Deposits

The Company does not collect deposits for services in this Tariff.

Issued: August 12, 2004

2.9 Payment For Services

Customer bills will comply with 4901:1-5-15 of the Ohio Administrative Code applicable to toll service providers.

2.9.1 General

The billing period is one month. Invoices are sent to the Customer's current billing address no later than forty-five (45) days following the close of billing. Charges may be assessed for unbilled traffic up to two years in arrears.

2.9.2 Methods Of Payment

(A) Mailed bills are sent to the current billing address no later than forty-five (45) days following the close of billing. Call detail may be included with the bill at the Customer's option. The due date is disclosed on the bill. Payment in full is due within twenty five (25) days of the invoice date on the bill. Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or electronic wire transfer. Checks should be made payable as named on the bill and should be sent to the address as listed on the bill.

Issued: August 12, 2004

2.9 Payment For Services (continued)

2.9.2 Method Of Payment (continued)

- (B) Customers who choose the E-Billing option will have their bills available no later than thirty (30) days following the close of billing. Call detail is included with the bill.
- (C) If the Customer utilizes electronic fund transfer, Customer arranges for the charges for services provided by the Company to be transferred from the Customer's designated checking or saving account into the Company's bank account designated by the Company for this purpose.
- (D) If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount.

Issued: August 12, 2004

2.9 Payment For Services (continued)

2.9.3 Past Due Payments

In the event the Company incurs fees or expenses in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.9.4 Billing Disputes

Billing disputes are handled by the Company's customer service organization. See Section 2.10. of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry or a billing dispute, the Customer may make application to the Commission for review and disposition of the matter.

2.9.5 Right to Backbill for Improper Use of Company's Services

Any person or entity which uses, appropriates or secures the use of Services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which use, appropriation, or securing of Services is inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's Services actually made by Customer. In addition, Company shall be entitled to recover an amount equal to a late payment fee of 1.5% per month for the period(s) for which such charges would have been payable.

Issued: August 12, 2004

2.10 Customer Service

2.10.1 General

Customer service may be contacted in writing at the address shown on the bill. Customers may contact customer service by dialing a toll-free number listed on the bill. Customer service representatives are available 8:00 AM to 5:00 PM Eastern time Monday through Friday. After hours, the Customer may reach a Company representative for service problems.

2.10.2 Billing Inquiries

The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, for the call giving rise to such dispute or claim.

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 demand. Such notice must be sent to the Company's Customer Service Department as per Section 2.11 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter. The Commission may be reached at PUCO, Public Interest Center, 180 East Broad Street, Columbus, Ohio 43215 or via telephone at 1-800-686-7826.

Issued: August 12, 2004

2.11 Cancellation By Company

- 2.20.2 The termination 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 termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.20.3 The Company will disconnect Service during its normal business hours; however, no disconnection will be made after 12:30 p.m. on the day preceding a day that all services necessary for reconnection are not available. The Company will reconnect a Company's toll service pursuant to 4901:1-5-17(M) of Ohio Administrative Code.
- 2.20.4 The Company's procedures for disconnection of Service for nonpayment of bill may be found in 4901:1-5-17(K) of Ohio Administrative Code.

Issued: August 12, 2004

2.12 Cancellation By Customer

2.12.1 General

Customers may cancel service by giving a written or verbal notice to the Company's authorized representative. The Company places an order with the Underlying Carrier to cancel the Company's service(s). The Underlying Carrier blocks the service within five (5) to seven (7) days after the cancellation order is received. The Customer is liable for all usage incurred until the service is canceled.

2.12.2 Customers With Switched Access

Customers with Switched Access must contact their LEC to change their primary interexchange carrier ("PIC") code to the IXC of their choice. The Customer's service is canceled when the LEC changes the Primary Interexchange Carrier (PIC) code to a different IXC or when the Underlying Carrier cancels the service offered by the Company.

2.12.3 Customers With Dedicated Access

The Customer's service is canceled when the DUC cancels the service offered by the Company or when the Dedicated Access is moved to another DUC.

Issued: August 12, 2004

2.13 Timing of Calls

Timing of calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods including hardware answer supervision provided by the DUC and software answer detection. Chargeable time ends when one of the parties disconnects from the call.

Issued: August 12, 2004

2.14 Initial and Additional Period

Calls are billed in various increments depending on the service subscribed to by the Customer. For all services, fractions of an increment are rounded up to the next highest increment. Initial period is 60 seconds and additional periods are 60 seconds unless stated otherwise in Section 3 - Description Of Services of this tariff.

2.15 Rate Periods

2.15.1 General

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

2.15.2 Day, Evening, and Night Rate Periods

	Times Applicable		
Rate	From	To, But Not	Days
Period		Including	Applicable
Day	8:00 A.M.	5:00 P.M.	Mon-Fri
Evening	5:00 P.M.	11:00 P.M.	Sun-Fri
Night	11:00 P.M.	8:00 A.M.	All days
	8:00 A.M.	11:00 P.M.	Saturday
	8:00 A.M.	5:00 P.M.	Sunday

Issued: August 12, 2004

2.16 Rounding

- 2.16.1 All calls are billed in the billing increments as set forth in the description for each service. Calls that terminate between increments will be rounded to the next highest increment. For example, a call with a six second increment lasting 52 seconds will be rounded to 54 seconds (.9 min.).
- 2.16.2 Once the call duration, in billing increments is computed, the appropriate per minute charges, as listed in the rate schedules will be applied to the call. Calls with charges that include a fraction of a cent will be rounded to the next highest cent. For example, a Customer making a call with a computed charge of \$1.434 will be charged \$1.44.

Issued: August 12, 2004

2.17 Reserved For Future Use

Issued: August 12, 2004

2.18 Interruption of Service

2.18.1 General

It is the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

2.18.2 All Usage Sensitive Services

Credit allowances for the interruption of usage-sensitive Services will be limited to the applicable initial period charge for the call interrupted, subject to the limitation of liability provision set forth in Section 2.3 of this Tariff.

2.18.3 Monthly Recurring Charges

No credit for monthly recurring charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

Issued: August 12, 2004

2.18 Restoration of Services

The use and restoration of services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.20 Promotional Offerings

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

Issued: August 12, 2004

2.21 Toll Blocking Process

2.21.1 The Company may cause to have blocked, access to all toll services for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide service under the terms of the Selective Access Policy. Pursuant to that process, the Company may place a restriction on or discontinue Customer's use of intrastate long distance services, including calling card use, 1+, 0+, and all 900/976/700/500 calls until the Customer makes payment arrangements satisfactory to the Company. Access to local calling, operator assisted calls, emergency services (9-1-1), calls placed via a toll free number (800, 877, 888 or other area code assignments as appropriate) will not be affected. In the event that toll access is restricted or blocked pursuant to the foregoing, Customers attempting to access restricted services will be automatically routed to either a recorded announcement or a service representative for information regarding restoration of service.

- 2.21 Toll Blocking Process (continued)
 - 2.21.2 Under the terms of the Selective Access Policy, the Company may not deny establishment of 1+ presubscribe toll service on the grounds that the Customer has failed to establish creditworthiness, if:
 - (A) the Customer is able to establish creditworthiness as found in Section 2.7.2 of this Tariff; or
 - (B) the Company, exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the Commission's rules); or
 - (C) the Company attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the Commission's credit establishment policies and/or are not set forth within a Commission approved tariff.

2.22 Return Check Charge

When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's bad check charge applies. Otherwise, the Company will assess the Customer a return check charge for any check that is returned for any reason by the financial institution on which it is drawn. The Company will waive this charge under appropriate circumstances. The maximum rate for the return check charge is \$45.

3.1 Outbound Services

3.1.1 General

Unless otherwise stated in the Tariff, the method of provisioning a specific Outbound Service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound Services are only available in equal access areas. All outbound Services are interstate Services with the Customer having the option to use the Service to place intrastate calls. For the purpose of the selection of the Service and associated billing plan, the Service and billing plan selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer.

3.1 Outbound Services (continued)

3.1.2 Switched Access

(A) MTS

MTS is an intercity long distance Service available to Customers seven (7) days per week, twenty-four (24) hours per day, 365 days per year. With MTS, calls are originated from other than a payphone. The desired telephone number is dialed, the call is completed without the assistance of a live or automated operator, and the call is not billed to a number other than the originating number. Calls originate on switched facilities provided by LECs, CLECs or authorized access providers. MTS is available to Residential Customers and Business Customers that presubscribe to the Company for long distance Service. If a Customer presubscribes to the Company for the provision of outbound long distance Service and does not select one of the Company's optional price plans, the Company will provision MTS Service on the Customer's initial order for Service. If a Residential Customer subscribes to the Company's interstate Automatic Savings Plan, the Company will provision MTS Service for intrastate calling. Charges are usage sensitive and vary by day-of-week and time-of-day. Calls are billed in one (1) minute increments, with a minimum call duration of one (1) minute. Peak and off peak rates apply. The peak rate period is 8:00 a.m. to but not including 5:00 p.m., Monday through Friday. The off-peak rate period is all other times. The off-peak rates apply on the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. With MTS, there is no minimum monthly billing.

Issued: August 12, 2004

3.1 Outbound Services (continued)

3.1.2 Switched Access

(B) Expedient One Plus Service

Expedient One Plus Service is a long distance pricing plan available to Residential and Business Customers that utilize Switched Access to reach the long distance network and subscribe a minimum of one line to this Service. There is no minimum monthly usage commitment for this service. Expedient One Plus Service has initial and additional billing increments of six seconds (6) or fraction thereof.

Issued: August 12, 2004

3.1 Outbound Services (continued)

3.1.3 Dedicated Access

(A) Expedient Direct

Expedient Direct is an outbound only, long distance pricing plan for Business Customers that utilize Dedicated Access to reach the POP of the Company or underlying carrier. Intrastate service is only available to business Customers subscribing to the Company's interstate service. The Customer is responsible for all charges and equipment required to deliver traffic between the Customers premises and the POP of the underlying carrier. Expedient Direct has initial and additional billing increments of six seconds (6) or fraction thereof.

Issued: August 12, 2004

3.1 Inbound Services

3.2.1 General

Inbound Service permits calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten digit telephone number, (Toll Free Prefix) NXX-XXXX, which terminates at the Customer's location or other telephone number as requested by customer.

3.2.2 Switched Access

(A) Expedient Toll Free Service

Expedient Toll Free Service is a inbound long distance pricing plan available to Residential and Business Customers that utilize Switched Access to reach the long distance network and subscribe a minimum of one line to this Service. There is no minimum monthly usage commitment for this service. Expedient Toll Free Service has initial and additional billing increments of six seconds (6) or fraction thereof.

Issued: August 12, 2004

3.1 Inbound Services (continued)

3.2.3 Dedicated Access

(A) Expedient Direct Inbound

Expedient Direct Inbound is an inbound only, long distance pricing plan for businesses that utilize Dedicated Access to reach the POP of the Company or underlying carrier. Intrastate service is only available to business Customers subscribing to the Company's interstate service. The Customer is responsible for all charges and equipment required to deliver traffic between the Customers premises and the POP of the underlying carrier. Expedient Direct has initial and additional billing increments of six seconds (6) or fraction thereof.

Issued: August 12, 2004

3.3 Directory Assistance

3.3.1 Description of Service

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

3.3.2 Availability of Service

Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC.

Issued: August 12, 2004

3.4 Conference Services

3.4.1 Expedient Teleconferencing

(A) General

Intrastate Expedient Teleconferencing service furnishes connections between three or more telephone stations on one connection at the same time with all connections originating and terminating in the State. The conference time is reserved by calling a Expedient toll free reservation number at any time prior to the conference call. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof. Chargeable time is calculated on each leg of the call.

(B) Capacity

The service provides the capability to connect an unlimited number of participants, at up to 2000 locations, in a single call.

(C) Coverage Area

The coverage area is the State.

3.4 Conference Services

3.4.1 Expedient Teleconferencing

(D) Service Offerings

1. 800 Automated Service

Call Originator sets up the call by providing start time, estimated end time, and anticipated number of participants to Expedient Customer service a minimum of 2 hours prior to requested start time (charges are based on actual participants). Participants call in to the conference bridge on a toll free number.

2. Call-In Service

Participants call in to the conference bridge. Each participant pays transport charges to the conference bridge.

3. Dial-Out Service

Dial-Out Service automatically calls each participant and places them into conference.

SECTION 4 – PRICE LIST

4.1 Outbound Services

4.1.1 Switched Access

(A) MTS

1. MTS Rates for Persons with Communication Disabilities and for Calls Placed Through Telecommunication Relay Service

Initial P	er Minute Rate	Each Additi	onal Minute
Peak	Off-Peak	Peak	Off-Peak
\$0.1620	\$0.0510	\$0.1620	\$0.0510

2. All Other Calls

		Peak		Off-Peak	
	Initial	Add'1	Initial	Add'l	
	Period	Period	Period	Period	
Business	\$0.27	\$0.27	\$0.17	\$0.17	
Residential	\$0.27	\$0.27	\$0.17	\$0.17	

(B) Expedient One Plus Service

SECTION 4 - PRICE LIST

- 4.1 Outbound Services (continued)
 - 4.1.2 Dedicated Access
 - (A) Expedient Direct

SECTION 4 - PRICE LIST

- 4.2 Inbound Services
 - 4.2.1 Toll Free Service
 - (A) Expedient Toll Free Service

SECTION 4 – PRICE LIST

- 4.2 Inbound Services (continued)
 - 4.2.2 Dedicated Access
 - (A) Expedient Direct Inbound

SECTION 4 – PRICE LIST

4.3 Directory Assistance

The charge is \$0.75 per call.

4 13 💞

SECTION 4 - PRICE LIST

4.4 Conference Services

4.4.1 Expedient Teleconferencing

The per minute rate for Expedient Teleconferencing is the same as the Customers rate for presubscribed outbound service.

SECTION 4 – PRICE LIST

4.5 Miscellaneous Charges

4.5.1 Return Check Charge

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$25.00.

4.5.2 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a Customer's toll free numbers and/or Calling Cards, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.30 per call for all such traffic.

4.5.3 Late Charge

The Company may charge a late charge of 1.5% per month.

Issued: August 12, 2004

EXHIBIT B

PUCO No. 1

EXPEDIENT CARRIER SERVICES, LLC

REGULATIONS AND SCHEDULE OF CHARGES FOR RESALE OF COMPETITIVE INTEREXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF OHIO

Issued: August 12, 2004 Effective: July 1, 2008

CHECK PAGE

All of the pages of this Tariff are effective as of the date shown at the bottom of the page. Original and revised pages as named below comprise all changes from the original Tariff.

PAGE	REVISION
1	Original Page
2	1st Revised
3	1 st Revised
4	Deleted
5	1 st Revised (Contents moved to Page No. 4)
6	1 st Revised (Contents moved to Page No. 5)
7	Deleted
8	1st Revised (Contents moved to Page No. 6)
9	1 st Revised (Contents moved to Page No. 7)
10	1st Revised
11	Deleted
12	Deleted
13	Deleted
14	Deleted
15	Deleted
16	Deleted
17	Deleted
18	Deleted
19	Deleted
20	Deleted
21	Deleted
22	Deleted
23	Deleted
24	Deleted
25	Deleted
26	Deleted
27	Deleted
28	Deleted
29	1 st Revised (Contents moved to Page No. 9)

Issued: August 12, 2004

Effective: July 1, 2008

CHECK PAGE (continued)

30	Deleted
31	1st Revised (Contents moved to Page No. 10)
32	Deleted
33	Deleted
34	Deleted
35	1st Revised (Contents moved to Page No. 11)
36	Deleted
37	Deleted
38	Deleted
39	Deleted
40	Deleted
41	Deleted
42	Deleted
43	Deleted
44	Deleted
45	1 st Revised (Contents moved to Page No. 12)
46	Deleted
47	Deleted
48	Deleted
49	Deleted
50	Deleted
51	Deleted
52	1 st Revised (Contents moved to Page No. 13)
53	Deleted
54	Deleted
55	Deleted
56	Deleted
57	Deleted
58	Deleted
59	1 st Revised (Contents moved to Page No. 14)
60	Deleted
61	1 st Revised (Contents moved to Page No. 15)

TABLE OF CONTENTS

P	age No.
Γitle Page	1
Check Page	2
Table of Contents	4
Index	5
Concurring, Connecting, or Other Participating Carriers	6
Symbols	6
Tariff Format	7
Section 1 - Technical Terms and Abbreviations	8
Section 2 - Rules and Regulations	9
Section 3 - Description of Services	13
Section 4 - Price List	14

INDEX

	Page No.
Check Pages	2-3
Customer Deposits	9
Directory Assistance	
Late Charge	
Payment For Services	
Return Check Charge	12, 15
Rules and Regulations	9-12
Symbols	6
Tariff Format	

CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

None.

SYMBOLS

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

- D Delete Or Discontinue

 I Change Resulting In An Increase To A Customer's Bill

 M Moved To Or From Another Tariff Location

 N New

 R Change Resulting In A Reduction To A Customer's Bill
- T Change In Text Or Regulation But No Change In Rate Or Charge

TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.
- C. Paragraph Numbering Sequence There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.1
 - 2.1.1
 - 2.1.1 (A)
 - 2.1.1 (A).1
 - 2.1.1 (A).l.a
 - 2.1.1 (A).1.a.i
- D. Check Pages When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

Issued: August 12, 2004

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Company: Company refers to Expedient Carrier Services, LLC.

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

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

DUC: DUC stands for any Designated Underlying Carrier used by the Company.

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

LEC: LEC stands for Local Exchange Carrier.

PIC: PIC stands for Primary Interexchange Carrier.

POP: POP is an acronym for Point-of-Presence and is the central office of the Company or DUC where the LEC or CLEC hands off the traffic of the Company's Customers or where the Customer's digital facility interconnects with the DUC's POP or the Company's switch.

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

Switched Access: A method of reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

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

Issued: August 12, 2004

SECTION 2 - RULES AND REGULATIONS

2.1	Customer	Deposits

The Company does not collect deposits for services in this Tariff.

Issued: August 12, 2004

SECTION 2 – RULES AND REGULATIONS

2.2 Payment For Services

2.2.1 Method Of Payment

(A) If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount.

Issued: August 12, 2004 Effective: July 1, 2008

SECTION 2 - RULES AND REGULATIONS

2.3 Customers With Switched Access

Customers with Switched Access must contact their LEC to change their PIC code to the IXC of their choice. The Customer's service is canceled when the LEC changes the PIC code to a different IXC or when the Underlying Carrier cancels the service offered by the Company.

Issued: August 12, 2004

SECTION 2 - RULES AND REGULATIONS

2.4 Return Check Charge

When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's bad check charge applies. Otherwise, the Company will assess the Customer a return check charge for any check that is returned for any reason by the financial institution on which it is drawn. The Company will waive this charge under appropriate circumstances. The maximum rate for the return check charge is \$45.

Issued: August 12, 2004

SECTION 3 – DESCRIPTION OF SERVICES

3.1 Directory Assistance

3.1.1 Description of Service

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

3.1.2 Availability of Service

Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC.

Issued: August 12, 2004

SECTION 4 – PRICE LIST

4. 1	Directory	Assistance

The charge is \$0.75 per call.

SECTION 4 - PRICE LIST

4.2 Miscellaneous Charges

4.2.1 Return Check Charge

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$25.00.

4.2.2 Late Charge

The Company may charge a late charge of 1.5% per month.

EXHIBIT C MATRIX SUMMARIZING TARIFF REVISIONS

This filing is made in compliance with the Commission's direction in 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. The matrix below summarizes each revision made to ECS's tariff.

Section	Pages Affected		
1	10-12	Changes Revises Section 1 – Technical Terms and Abbreviations to	
1	10-12	delete terms and abbreviations no longer used in revised	
		tariff.	
2	13	Deletes rules and regulations for "Undertaking of the	
_		Company"	
2	14-19	Deletes rules and regulations for "Limitations on Service"	
2	20-24	Deletes rules and regulations for "Limitation of Liability"	
2	25	Deletes rules and regulations for "Use of Service"	
2	26-28	Deletes rules and regulations for "Obligations of	
		Customer"	
2	28	Deletes rules and regulations for "Application for Service"	
2	29	Deletes rules and regulations for "Establishment of Credit"	
2	30-32	Deletes all rules and regulations subsections of "Payment	
		for Services" other than late charges	
2	33	Deletes rules and regulations for "Customer Service"	
2	33	Deletes rules and regulations for "Billing Inquiries"	
2	34	Deletes rules and regulations for "Cancellation by	
		Company"	
2	35	Deletes rules and regulations subsections for "Cancellation	
		by Customer" dealing with general and dedicated access-	
		specific cancellation.	
2	36	Deletes rules and regulations for "Timing of Calls"	
2	37	Deletes rules and regulations for "Initial and Additional	
		Period"	
2	38	Deletes rules and regulations for "Rate Periods"	
2	39	Deletes rules and regulations for "Rounding"	
2	41	Deletes rules and regulations for "Interruption of Service"	
2	42	Deletes rules and regulations for "Restoration of Service"	
		and "Promotional Offerings"	
2	43-44	Deletes rules and regulations for "Toll Blocking Process"	
3	46-49	Deletes description of "Outbound Services"	
3	50-51	Deletes description of "Inbound Services"	
3	53-54	Deletes description of "Conference Services"	
4	55-56	Deletes price list for "Outbound Services"	
4	57-58	Deletes price list for "Inbound Services"	
4	60	Deletes price list for "Conference Services"	

EXHIBIT D

Explanation of Compliance With Rules 4901:1-6-05(G)(3) Regarding Disclosure of Rates, Terms and Conditions for Detariffed Services

In accordance with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3), rates, terms and conditions for Expedient Carrier Services detariffed services have been deleted from its tariff file and are now available at the company's main office at 7270 Cardinal Lane, Chagrin Falls, Ohio, 44022.

EXHIBIT E Sample Customer Notice

June 26, 2008

Dear Sir or Madam:

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

Inbound and outbound long distance Directory assistance Teleconferencing

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Expedient Carrier Services 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 request a copy of the company's catalog of current and future service offerings by contacting the company at the following address and toll-free telephone number:

Expedient Carrier Services, LLC 7270 Cardinal Lane Chagrin Falls, Ohio 44022 (877) 558-1757

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 Expedient Carrier Services at the toll free number (877)-558-1757.

Sincerely,

Expedient Carrier Services, LLC

EXHIBIT F Customer Notice Affidavit

CUSTOMER NOTICE AFFIDAVIT

STATE OF: OHIO

, .

SS:

COUNTY OF: OTTAWA

AFFIDAVIT

I, Stephen Abbey, am an authorized agent of the applicant corporation, Expedient Carrier Services, LLC, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through written notice delivered by overnight carrier 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 (Location	PSILS Clarm, Off	
/:	Stephen Abbey, CEO	6-26-01 (Date)
Subscribed and sworn to before me thi	s <u>(0.26-08</u> (Date)	

Notary Public

My Commission Expires:

Barbar Church

Barbara J. Hamann NOTARY PUBLIC, STATE OF OHIO My Commission Expires 1-21-13 Recorded in Ottawa County