

FILE

Judith A. Riley, J.D.

PROFESSIONALS, INC.

08-892-TP-ATA

5909 Northwest Expressway, Suite 101 Oklahoma City, OK 73132

July 16, 2008

# **Overnight Delivery**

Public Utilities Commission of Ohio Telecommunications Division 180 East Broad Street Columbus, OH 43215-3793 (614) 466-1821

Re: United American Technology, Inc. Detariffing Package

Enclosed please find one original and seven copies of United American Technology, Inc.'s detariffing application and exhibits pursuant to Case No. 06-1345 -TP-ORD.

Please acknowledge receipt of this filing by file stamping the duplicate letter of transmittal enclosed herewith and returning it in the self-addressed stamped envelope included for this purpose.

Should there be any questions or additional information required, please do not hesitate to contact me at (405) 755-8177 ext. 24.

Sincerely,

Chris Collier

Regulatory Consultant

# 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. 06-1346-TP-ORD (Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of United American  Technology, Inc.  TRF Docket No. 90—  Case No. 92-472-TP - A	ТА
to Detariff Certain Tier 2 Services and make other changes ) NOTE: Unless you have reserved a contract to the Implementation of Case No. 06-1345-TP-ORD ) fields BLANK.	
Name of Registrant(s) United American Technology, Inc.	
DBA(s) of Registrant(s)	
Address of Registrant(s) 900 NE 63rd Street, Oklahoma City, OK 73105	
Company Web Address http://www.uatnow.com	
Regulatory Contact Person(s) Judith A. Riley Phone 405-877-8177	Fax 405-877-8377
Regulatory Contact Person's Email Address jriley@telecompliance.net	
Contact Person for Annual Report Judith A. Riley	Phone 405-877-8177
Address (if different from above) 5909 N.W. Expressway, Suite 101, Oklahoma City, OK 73132	
Consumer Contact Information Tom Anderson	Phone 800-311-2406
Address (if different from above)	

#### Part I - Tariffs

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

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

	Carrier <i>Tvpe</i>	LEC ILEC	CLEC	□ CTS
Business Tier 2 Services				X
Residential & Business Toll Services				$\boxtimes$
Other Changes required by Rule (Describe in detail in Exhibit C)				

#### Part 11 - Exhibits

Note that the following exhibits are required for all filings 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).
	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.

	<u>A</u> FFIDAVI	T	
Co	mpliance with Commission Rule	es and Service Standards	
I am an officer/agent of the applicant	corporation, Tom Anderson (Name)	and am authorized to make this statement on its	behalf.
4901:1-5 OAC for the state of Ohio. rules, including the Minimum Teleph our tariff. We will fully comply with the suspension of our certificate to of	I understand that tariff notification filing tone Service Standards, as modified and clather understate of Ohio and understate within the state of Ohio.	mum Telephone Service Standards (MTSS) Pursuant to C gs do not imply Commission approval and that the Commi rified from time to time, supersede any contradictory provis and that noncompliance can result in various penalties, in	ission's sions in
I declare under penalty of perjury the	at the foregoing is true and correct.	etz Ave, Edmond, OK, Oklahoma City, OK 73105 73013	
Executed on (Date)	at (Location) 900 NH 63rd Street	, Oklahoma City, OK 73103	
	*(Signature and	Title 8185 (Date) 7-3	-0
<ul> <li>This affidavit is required for eapplicant.</li> </ul>	very tariff-affecting filing. It maybe signed by co	ounsel or an officer of the applicant, or an authorized agent of the	1
	VERIFICAT	ION	
I, Tom Anderson			
verify that I have utilized the Telecommu submitted here, and all additional inform	mications Application Form for Detariffing and I ation submitted in connection with this case, is tr	Related Actions provided by the Commission and that all of the info rue and correct to the best of my knowledge.	ormation
*(Signature and Title)	and all	(Date)	

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

\_ 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.

# **LIST OF EXHIBITS**

EXHIBIT A Existing Affected Tariff Pages

EXHIBIT B Proposed Revised Tariff Pages

**EXHIBIT C** Narrative of Changes

**EXHIBIT D** Explanation of Compliance

**EXHIBIT E Example of Customer Notice** 

**EXHIBIT F** Affidavit of Customer Notice

# **EXHIBIT A**

**Existing Affected Tariff Pages** 

#### TITLE SHEET

#### PUCO Tariff No. 1

#### United American Technology, Inc.

Case No. 04-985-TP-ACE

#### RESALE TELECOMMUNICATIONS SERVICES

Page Ref.

Competitive Telecommunications Services

Resale Services All

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by United American Technology, Inc. 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.

Issued: January 23, 2007 Effective: January 23, 2007

Issued by: John Bachman, President

1362 East 15th Street (T)

Edmond, Oklahoma 73103 (T)

**(T)** 

#### **CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page	Revision	Page	Revision
Title	1st Revised*	27	Original
1	4th Revised*	28	Original
2	Original	29	Original
3	Original	30	Original
4	Original	30.1	Original
5	Original	30.2	Original
6	Original	30.3	Original
7	Original	30.4	Original
8	Original	31	1st Revised
9	Original	31.1	Original
10	Original	31.2	Original*
11	Original	32	Original
12	Original	33	Original
13	Original	34	Original
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		

\* - indicates those pages includes with this filing

Issued: January 23, 2007 Effective: January 23, 2007

Issued by: John E

John Bachman, President

1362 East 15th Street

Edmond, Oklahoma 73103 (T)

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Issued: July 20, 2004

Effective: July 22, 2004

Issued by:

John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

#### APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Ohio by United American Technology, Inc. subject to the jurisdiction of the Ohio Public Utilities Commission.

Issued: July 20, 2004

Effective: July 22, 2004

Issued by:

John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

#### **SYMBOLS**

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

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including a listing, rate, rule or condition.
- (I) To signify an increase in rates or charges.
- (L) To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) To signify new material, including a listing, rate, rule or condition.
- (R) To signify a reduction in rates or charges.
- (T) To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) To signify a correction or reissued matter.

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#### TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. 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. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the PUCO. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2,1,1,A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
- D. Check Sheets When a tariff filing is made with the PUCO, 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. remain the same, just revised revision levels on some sheets.)

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#### SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

Access - Access to UAT's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call, Phone Home Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Traveler Card, Phone Home Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call.

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#### SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Calling Card Call - A Direct Dialed call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

**Customer - Provided Facilities -** The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the <u>Modification of Final Judgment entered</u> August 24, 1982, in <u>United States v. Western Electric, Civil Action No. 82-0192 (United States District Court.</u> District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

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#### SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Ohio.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

**Personal Identification Numbers (PINS)** - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

**Point(s) of Presence** - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

**PUCO - Public Utilities Commission of Ohio** 

UAT - United American Technology, Inc.

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#### SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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#### **SECTION 2.0 - RULES AND REGULATIONS**

# 2.1 Undertaking of the Company

Service is offered to residential and business Customers of the Company to provide direct dialed calls originating and terminating partially or wholly within the State of Ohio, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

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#### 2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 UAT reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 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 All services and facilities provided under this tariff are directly or indirectly controlled by UAT and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 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 transferces, as well as all conditions of service.

#### 2.3 Use

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

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## 2.4 Liabilities of Company

- 2.4.1 Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.4.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.3 UAT shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over UAT or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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# 2.4 Liabilities of Company, (Cont'd.)

- 2.4.4 UAT is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5 UAT shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.4.6 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.4.7 Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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#### 2.5 Deposits

The Company does not normally require deposits from customers, however deposits may be required of customers who do not meet the company's credit requirements, or for whom no credit history is available.

Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

## 2.6 Advance Payments

The Company does not normally require advance payments from customers, however it reserves the right to collect an advance payment of one month's estimated charges. The advance payment is applied to the following month's bill for service.

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## 2.7 Public Pay Telephone Surcharge

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

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

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

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

Rate per Call

\$0.30

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## 2.8 Payment for Service

#### 2.8.1 Billing and Credit Regulations

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

## 2.8.2 Payment for Service

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by UAT or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (C) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, UAT will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to UAT for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the Real-Time Rate Table set forth in Section 3 herein.

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## 2.8 Payment for Service, (Cont'd.)

#### 2.8.1 Billing and Credit Regulations, (cont'd.)

- (D) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (E) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (G) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (H) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least seven calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (I) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.

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## 2.8 Payment for Service, (Cont'd.)

#### 2.8.1 Billing and Credit Regulations, (cont'd.)

- (J) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K) UAT will not bill for unanswered calls in areas where Equal Access is available, nor will UAT knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, UAT will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (L) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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## 2.9 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, 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 the Company's service actually made by Customer.

## 2.10 Billing Entity Conditions

When billing functions on behalf of UAT are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact UAT directly. If there is still a disagreement about the disputed amount after investigation and review by UAT or other service provider, the Billed Party has the option to pursue the matter with the appropriate PUCO and/or the Federal Communications Commission.

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Issued by:

John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK. 73105

## 2.11 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the PUCO

#### 2.12 Interconnection

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

Issued: July 20, 2004

Effective: July 22, 2004

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John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

## 2.13 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.13.1 Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.13.2 Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to UAT operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.13.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.13.4 Failure to pay a previously owed bill by the same Customer at another location.

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John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

## 2.14 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in SECTION 2.0.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

#### 2.15 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

## 2.16 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

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#### 2.17 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

#### 2.18 Reservation of Toll Free (i.e. "800/888") Numbers

UAT will make every effort to reserve "vanity" toll free numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

# 2.19 Promotional Offerings

- 2.19.1 The Company may from time to time waive or vary charges for promotional, market research or other similar business purposes. The varying charges will not exceed those in this tariff for the same services.
- 2.19.2 The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.
- 2.19.3 Special offerings will not exceed a period of ninety (90) days.

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John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

## 2.21 Responsibilities of the Subscriber

- 2.21.1 The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.21.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by UAT on the Subscriber's behalf.
- 2.21.3 If required for the provision of UAT's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to UAT.
- 2.21.4 The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and UAT when required for UAT personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of UAT's services.
- 2.21.5 The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with UAT's facilities or services, that the signals emitted into UAT's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK. 73105

## 2.21 Responsibilities of the Subscriber, (Cont'd.)

- 2.21.6 If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to UAT's equipment, personnel, or the quality of Service to other Subscribers or Customers, UAT may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, UAT may, upon written notification, terminate the Subscriber's service.
- 2.21.7 The Subscriber must pay UAT for replacement or repair of damage to the equipment or facilities of UAT caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.21.8 The Subscriber must pay for the loss through theft or fire of any of UAT's equipment installed at Subscriber's premises.

#### 2.22 Responsibilities of Authorized Users

- 2.22.1 The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the PUCO and the FCC.
- 2.22.2 The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.22.3 The Authorized User is responsible for providing UAT with a valid method of billing for each call. UAT reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or UAT may refuse to place the call.

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John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

#### 2.23 Toll Blocking

United American Technology, Inc. may cause to have blocked, access to all toll providers 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 such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, United American Technology, Inc. may not deny establishment of 1+ presubscribed toll service on the grounds that the Customer has failed to establish creditworthiness, if:

- (a) the customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- (b) United American Technology, Inc., exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or
- (c) United American Technology, Inc. attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved tariff.

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John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

#### 2.23 Toll Blocking, (Cont'd.)

When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select United American Technology, Inc. as his or her 1+ carrier of choice, United American Technology, Inc. may, subject to the PUCO's tariffed toll deposit policies and the Commission's rules on establishment of service (See Rules 4901:1-5-14 and 4901:1-5-15, Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5-14 (A) (3), O.A.C., but United American Technology, Inc., may negotiate a lower deposit.

United American Technology, Inc. may furnish credit information, acquired from United American Technology, Inc.'s own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. United American Technology, Inc. will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment by the Customer of all past due toll debt to United American Technology, Inc., United American Technology, Inc. will notify the Customer's local carrier that the block can be lifted and all 1+ dialing capabilities, including 10-XXX, will be restored.

Issued: July 20, 2004

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Issued by:

John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahorna City, OK 73105

#### **SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES**

#### 3.1 General

UAT Intrastate Service is offered for the provision of long distance services. All calls are billed in one (1) minute increments after an initial period, for billing purposes of one (1) minute

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Issued by:

John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

# SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.2 UAT Direct Dial Service

UAT Direct Dial Service available to Customers who originate direct dialed calls within the State. This service permits origination of intrastate calls from diverse Customer's local exchange or dedicated access facilities.

#### 3.2.1 Rate Plan A

	DAY		EVENING		NIGHT/WKND	
	Initial Minute	Each Add'l. Minute	Initial Minute	Each Add'l. Minute	Initial Minute	Each Add'l. Minute
All Mileage Bands	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.100	\$0.1000

Monthly Service Charge

\$4.95

#### 3.2.2 Rate Plan B

	DAY		EVENING		NIGHT/WKND	
	Initial Minute	Each Add'l. Minute	Initial Minute	Each Add'l, Minute	Initial Minute	Each Add'l. Minute
All Mileage Bands	\$0.1250	\$0.1250	\$0.1250	\$0.1250	\$0.1250	\$0.1250

Monthly Service Charge

\$1.95

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Issued by:

John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

# SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

# 3.2 UAT Direct Dial Service, (Cont'd.)

#### 3.2.3 Rate Plan C

	DAY		EVENING		NIGHT/WKND	
	Initial Minute	Each Add'l. Minute	Initial Minute	Each Add'l. Minute	Initial Minute	Each Add'l. Minute
All Mileage Bands	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500

Monthly Service Charge

None

#### 3.2.4 Rate Plan D

	7:00AM until 7:00PM		7:00PM un	til 7:00AM
	Initial Minute	Each Add'l. Minute	Initial Minute	Each Add'l. Minute
All Mileage Bands	\$0.1250	\$0.1250	\$0.0700	\$0.0700

Monthly Service Charge

\$4.95

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Issued by:

John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

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#### SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.5 UAT Direct Dial Service, (Cont'd.)

#### 3.5.5 Let Freedom Ring Plan

Let Freedom Ring intrastate volume/usage plan is a residential service with a volume/usage commitment component. This service permits origination of intrastate direct dialed calls. Calls are billed in 60 second increments. UAT's "Let Freedom Ring" intrastate volume/usage plan is available to Customers who subscribe to UAT's "Let Freedom Ring" interstate plan and are offered at the decremented rates set forth below depending on the customers' minimum monthly usage/volume commitment.

Monthly minutes of Use	Rates
0 – 99	0.049
100 – 199	0.048
200 – 349	0.047
350 – 499	0.046
500 – 599	0.045
600 – 649	0.044
<b>750 – 899</b>	0.043
900 – 999	0.042
1,000 +	0.041

Issued: October 14, 2004 Effective: October 14, 2004

Issued by:

John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.6 "Under God Network" Plans

UAT offers four (4) "Under God Network" plans. Each of the following plans is the intrastate long distance corollary to UAT's four (4) interstate long distance "Under God Network" plans.

The hallmark of UAT's "Under God Network" plans are varying amounts of free long distance calling which is made available to Customers at varying fixed monthly fees.

The following "Under God Network" plans are available to Customers for the origination of 1+ direct dialed calls within the State.

#### 3.6.1 "Under God Network" Plan 1

Customers selecting Plan 1 receive the initial eight (8) hours of combined intrastate and interstate long distance without incurring per minute usage charges. Customers selecting Plan 1 pay a fixed monthly service charge. Upon expiration of the initial free usage, all subsequent usage is billed at a low per minute usage rate.

Monthly Service Charge		\$18.95
Initial Free Long Distance: 4 50 3		8 hours (480 Minutes)
Usage Rate (only applicable upon expiration of initial free period)		\$0.05

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Issued by:

John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

Case No. 04-985-TP-ACE

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#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.6 "Under God Network" Plans (Cont'd)

#### 3.6.2 "Under God Network" Plan 2

Customers selecting Plan 2 receive the initial one (1) hour of combined intrastate and interstate long distance without incurring per minute usage charges. Customers selecting Plan 2 pay a fixed monthly service charge. Upon expiration of the initial free usage, all subsequent usage is billed at a low per minute usage rate.

Monthly Service Charge	\$2.95
Initial Free Long Distance	l hour (60 Minutes)
Usage Rate (only applicable upon expiration of initial free period)	\$0.05

#### 3.6.3 "Under God Network" Plan 3

Customers selecting Plan 3 receive the initial two (2) hours of combined intrastate and interstate long distance without incurring per minute usage charges. Customers selecting Plan 3 must pay a fixed monthly service charge. Upon expiration of the initial free usage, all subsequent usage is billed at a low per minute usage rate.

Monthly Service Charge	\$5.75	
Initial Free Long Distance	2 hours	
-	(120 Minutes)	
Usage Rate (only applicable upon expiration of initial free period)	\$0.05	

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# SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.6 "Under God Network" Plans (Cont'd)

#### 3.6.4 "Under God Network" Plan 4

Customers selecting Plan 4 receive the initial four (4) hours of combined intrastate and interstate long distance without incurring per minute usage charges. Customers selecting Plan 4 must pay a fixed monthly service charge. Upon expiration of the initial free usage, all subsequent usage is billed at a low per minute usage rate.

Monthly Service Charge	\$11.75
Initial Free Long Distance	4 hours (240 Minutes)
Usage Rate (only applicable upon expiration of initial free period)	\$0.05

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John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

#### SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.7 UAT Calling Card Service

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UAT Calling Card Service is available to Customers in the State of Ohio. To access this service, the Customer dials a toll-free access number provided by the Company. Each call is billed in whole minute increments after a minimum call duration of one minute. A per-call service charge applies to each completed call.

#### 3.7.1 Per Call Rates

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ALL TIMES	S OF DAY
Initial Minute	Each Additional Minute
\$0.2500	\$0.2500

3.7.2 Per Call Pay Phone Surcharge

\$.35

Issued: July 19, 2005 Effective: July 19, 2005

Issued by:

John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

#### \*\*All material on this sheet is new.\*

#### SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.8 Basic In-State Long Distance

UAT's Basic In-State Long Distance service offers the Company's basic residential and small business rate for presubscribed intrastate and local toll calling. Each call is billed in whole minute increments after a minimum call duration of one minute.

#### Rates

ALL TIME	S OF DAY
1 <sup>st</sup> Minute	Ea. Addl. Minute
\$0.2500	\$0.2500

Issued: October 10, 2006

Effective: October 10, 2006

Issued by:

John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

#### \*\*All material on this sheet is new.\*

# SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

# 3.9 Super Saver In-State Long Distance

UAT's Super Saver In-State Long Distance service is the Company's lowest-cost, in-state usage charge available to residential and small business consumers for presubscribed intrastate and local toll calling. Each call is billed in whole minute increments after a minimum call duration of one minute.

Customers with a minimum of \$10.00 per month in non-tax, invoiced charges may qualify for UAT's Super Saver rates. No other commitments required.

#### Rates

ALL TIMES	OF DAY
1 <sup>st</sup> Minute	Ea. Addl. Minute
\$0.1900	\$0.1900

Issued: January 23, 2007 Effective: January 23, 2007

Issued by:

John Bachman, President

1362 East 15th Street

(T)

Edmond, Oklahoma 73103

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#### **SECTION 4.0 - MISCELLANEOUS SERVICES**

#### 4.1 Late Payment Charge

A late payment charge of 1.5% per month will be applied to charges not paid by there due date. The late payment charge will not be applied to previous late payment charges that have assessed against but not paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

#### 4.2 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Ohio law and Commission regulations. At the option of the Company, this charge may be waived because of extenuating circumstances (i.e. bank error).

#### 4.3 Directory Assistance

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

Directory Assistance, Per Call

\$0.95

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John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

#### **SECTION 5.0 - PROMOTIONS**

#### 5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area.

#### 5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

#### SECTION 6 - CONTRACT SERVICES

#### 6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms. All contracts will be filed and approved by the PUCO.

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John Bachman, President 900 N.E. 63rd Street, Suite 100 Oklahoma City, OK 73105

#### TELEPHONE SERVICE REQUIREMENTS FORM

Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI

The provider affirms that it is in compliance with Commission directives concerning the following checked items, and that this represents an up-to-date listing of applicable "generic" service requirements. The provider understands that this in no way supersedes the context of the applicable Commission orders described below. Unless otherwise specified, this language replaces the need for related language to be contained in the provider's tariff.

# A. <u>MANDATORY REQUIREMENTS FOR BASIC LOCAL EXCHANGE AND CTS PROVIDERS (unless otherwise noted):</u>

#### [x] 1. SALES TAX (See also Case No. 87-1010-TP-UNC)

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

### [x] 2. MTSS TARIFF REQUIREMENTS

- [x] The provider attests that its tariffs include:
  - o provider-specific language addressing the deposit method (as cited in 4901:1-5-13) adopted by the company and approved by the Commission;
  - o Toll Caps (choose one):
    - ☐ language addressing the provider-specific parameters of toll caps approved by the Commission, OR
    - X not applicable since the provider has not chosen to incorporate toll caps.
  - language regarding establishment of service, including requirements to establish creditworthiness, as cited in 4901:1-5-13;
  - o language regarding residential service guarantors, as cited in 4901:1-5-14;
  - o language regarding subscriber bills, as cited in 4901:1-5-15;
  - o language regarding subscriber billing adjustments for local exchange service, as cited in 4901:1-5-16; and,

# **EXHIBIT B**

**Proposed Revised Tariff Pages** 

#### United American Technology, Inc.

#### Revised

#### Ohio Resale Telecommunications Tariff

Revised tariff, applicable to the Resold Telecommunications Services provided by United American Technology, Inc. and submitted pursuant to Case No. 06-1345-TP-ORD, requiring the detariffing of Tier 2 nonresidential and regulated toll services.

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 the 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 service, service repair, payment of bills, and disconnection and reconnection of service.

Issued: July 1, 2008 Effective: July 1, 2008

Rates, Terms, Conditions for Telecommunications Services may be found at the following link:

http://www.uatnow.com/index.html

Customers in need of assistance may use the following toll-free numbers:

1-800-311-2406 Technical Support 1-800-866-4915 Billing Assistance

Customers may also choose to contact United American Technology, Inc. at their services support email at: <a href="mailto:support@uatnow.com">support@uatnow.com</a>

Pursuant to the Commission order of September 19, 2007 06-1345-TP-ORD, late payment fees and returned check charges have not been detariffed. The following conditions will apply:

<u>Late Fee payments</u>: A late fee of 1.5% per month will be applied to charges not paid by the due date. The late payment charge will not be applied to previous late payment charges that have been assessed against but not paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

Returned Check charges: A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges, will be assessed according to the terms and conditions of this tariff and pursuant to Ohio law and Commission regulations. At the option of the Company, this charge may be waived because of extenuating circumstances (i.e. bank error).

Issued: July 1, 2008 Effective: July 1, 2008

# EXHIBIT C

Narrative of Changes

#### Exhibit C - Narrative of Changes

Pursuant to Rule 4901:1-6-05(G) of the Ohio Administrative Code, United American Technology, Inc., is applying to detariff all of its current service offerings as an Reseller of Telecommunications Services and Regulated Toll Services company.

The original United American Technology, Inc. tariff for Resale of Telecommunications Services went into affect January 23, 2007 and has had no changes or revisions made since its implementation.

Effective July 1, 2008 in compliance with Case No. 06-1345-TP-ORD, all of United American Technology, Inc.'s, services will be detariffed.

Information on services, terms and conditions are made available to the customer as described in Exhibit D and in the Revised Tariff pages submitted with this application.

#### MATRIX OF TARIFF CHANGES

SHEET	<u>SECTION</u>	TITLE	REVISION
29	3.2	UAT Direct Dial Service	Detariffed
29	3.2.1	Rate Plan A	Detariffed
29	3.2.2	Rate Plan B	Detariffed
30	3.2.3	Rate Plan C	Detariffed
30	3.2.4	Rate Plan D	Detariffed
30.1	3.5.5	Let Freedom Ring Plan	Detariffed
30.2	3.6	"Under God Network" Plans	Detariffed
30.2	3.6.1	"Under God Network" Plan 1	Detariffed
30.3	3.6.2	"Under God Network" Plan 2	Detariffed
30.3	3.6.3	"Under God Network" Plan 3	Detariffed
30.4	3.6.4	"Under God Network" Plan 4	Detariffed
31	3.7	UAT Calling Card Services	Detariffed
31	3.7.1	Per Call Rates	Detariffed
31	3.7.2	Per Call Pay Phone Surcharge	Detariffed
31.1	3.8	Basic In-State Long Distance	Detariffed
31.2	3.9	Super Saver In-State Long Distance	Detariffed

# **EXHIBIT D**

**Explanation of Compliance** 

# Exhibit D - Explanation of Compliance Method

United American Technology, Inc. will comply with the following rule(s) in the manner indicated below:

1. Rule 4901:1-6-05(G)(4)

The following website is available to customers for an explanation and description of services offered.

http://www.uat.now.com

# **EXHIBIT E**

**Example of Customer Notice** 

DATE: July 1, 2008

#### Dear Customer:

Beginning July 15, 2008, the tariff which outlines the prices, service descriptions, and the terms and conditions for the long distance services that you are provided by United American Technology, Inc., will no longer be on file at the Public Utilities Commission of Ohio (PUCO). Since these will no longer be on file with the Commission, an agreement between United American Technology, Inc., and you will be the agreement for services or changes in service. The agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

This will not automatically result in a change in the prices, terms, or conditions of those services you currently have. United American Technology, Inc., is required to provide customers a notice at least fifteen days in advance of any rate increases, changes in terms and conditions or the discontinuance of existing services.

For agreements or for new services or changes in service, please carefully review and confirm the price, terms and conditions.

You may view the company service offerings online at <a href="http://www.uatnow.com/index.html">http://www.uatnow.com/index.html</a> or you may request information by contacting United American Technology, Inc., either in writing at Customer Service, 900 NE 63rd Street, Oklahoma City, OK 73105 or by calling our toll free number at 800-311-2406. [725], Fretz Ave., Edmord, OK 7301307 (2414-1580).

Sincerely,

Tom Anderson President

United American Technology, Inc.

# **EXHIBIT F**Affidavit of Customer Notice

# **AFFIDAVIT**

# CUSTOMER NOTICE MAILING

STATE OF:

STATE OF:	OKLAHOMA	
COUNTY OF:	OKLAHOMA	
Inc., and am authoriz to affected customers	an authorized agent of the applicant corporation, United American Technology, sed to make this statement on its behalf. Lattest that customer notices were sent through United States Postal Service on 12008 with the 4:00 pm mail, in e 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury rue and correct.	
Executed on (Date)	at 900 N.E. 63 <sup>rd</sup> Street, Oklahoma City, OK 73105	
	(Signature) (Date)	
	President President	
	(Title)	
Subscribed and sworn to before me this		
	Notary Public  My Commission Expires: 24 4/20/09	