V-Global Communications, LLC

PUCO Tariff No. 1 Amended Page No. 1

08-640-TP-ATA 90-6341-CT-TRF

# V-Global Communications, LLC OHIO TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by V-Global Communications, LLC, with principal offices at 263 Tresser Boulevard, 9th Floor, One Stamford Plaza, Stamford, Connecticut 06901.

This tariff applies for services furnished within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected during normal business hours at the Company's principal place of business.

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Admin. Code 4901:1-5) ("MTSS"). These safeguards can be found in the Appendix to Ohio Admin. 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.

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# **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.

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# SECTION 2 - RULES AND REGULATIONS 2.1 Undertaking of the Company

V-Global Communications, LLC offers intrastate service originating at specified points within the state of Ohio under terms of this tariff. The Company's services and resold facilities are provided pursuant to the Commission's 09/19/07 "Implementation Order" In Case No. 06-1345-TP-ORD on a prepaid basis unless otherwise provided, and are available twenty-four hours per day, seven days per week. The Company discloses its rates, terms and conditions for its detariffed services pursuant to Rule 4901:1-6-05(G)(3), and/or Rule 4901:1-6-05(G)(4), on its Web Page: www.V-Global.net.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangement.

#### 2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or 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 resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber 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.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

#### 2.3 Use

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

#### SECTION 3 - DESCRIPTION OF SERVICES AND RATES

# 3.1 V-Global Communications Basic Plan

#### 3.1.1 Basic Interstate

V-Global Communications Basic Interstate Plan is a telecommunications service that provides Dial Around Outbound 1+ interstate service from any state in the United States to any other state in the United States. All usage is billed in 6 second increments. No monthly service fee applies.

Per Minute Rate:

\$0.029 for local number access

\$0.049 for 8xx number access

# 3.1.2 Basic Interstate Out of Home Card

V-Global Communications Basic Interstate Out of Home Card is a travel card service that provides Dial Around Outbound 1+ interstate service from any state in the United States to any other state in the United States. All usage is billed in 6 second increments.

Per Minute Rate:

\$0.029 for local number access

\$0.049 for 8xx number access

#### **SECTION 4 – MISCELLANEOUS**

# 4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

# 4.2 Late Payment Charge

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill. The Late Payment Charge will not be applied to previous late payment charges that have been assessed but not yet paid for. Late Payment Charges will be applied without discrimination.

# 4.3 Return Check Charge

The Company will assess a return check charge of up to \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.