

FILE

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)

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In the Matter of the Application of American Broadband and Telecommunications Company to Detariff Certain Tier 2 Services.

TRF Docket No. 90-9252-TP-TRF

Case No. 09 - 40 - TP - ATA

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

Name of Registrant(s) American Broadband and Telecommunications Company

DBA(s) of Registrant(s) _____

Address of Registrant(s) 104 North Summit Street, Floor 3, Toledo, Ohio 43604

Company Web Address www.ambt.net

Regulatory Contact Person(s) Jeffrey S. Ansted

Phone (419) 824-5810 Fax (419) 205-9014

Regulatory Contact Person's Email Address jsa@ambt.net

Contact Person for Annual Report Jeffrey S. Ansted

Phone (419) 824-5810

Address (if different from above)

Consumer Contact Information Jeffrey S. Ansted

Phone (419) 824-5810

Address (if different from above)

Part I - Tariffs

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

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

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

Part II - Exhibits

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

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

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician JS Date Processed 1-20-08

Part III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

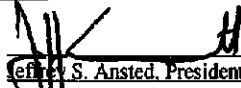
I am an officer/agent of the applicant corporation, Jeffrey S. Ansted, and am authorized to make this statement on its behalf.
(Name)

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

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

Executed on (Date) 1/13/09

at (Location) Toledo, Ohio

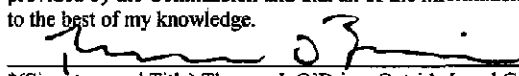

Jeffrey S. Ansted, President

(Date) 1/13/09

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

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


*(Signature and Title) Thomas J. O'Brien, Outside Legal Counsel

(Date) 1-20-09

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

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

Or

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

Superseded Tariff Pages

Attached is a copy of the current tariff pages of American Broadband and Telecommunications Company's P.U.C.O. Tariff No 1.

TITLE SHEET

FILE

EXCHANGE SERVICES TARIFF

03-1196-TP-ACE

Descriptions, Regulations, Rates and Charges applicable to services furnished by American Broadband and Telecommunications Company ("American Broadband" or "Company"), including dedicated line and message services and switched exchange services for locations served to and from points in the State of Ohio.

Issued: 08/22/03

Effective: 08/22/03

Filed under authority by Order of the Public Utilities Commission of Ohio in Case No. 03-1196-TP-ACE.

Jeffrey S. Ansted, President
American Broadband and Telecommunications Company
7863 Quail Creek Road
Maumee, OH 43537

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American Broadband and Telecommunications Company
7863 Quail Creek Road
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American Broadband and Telecommunications Company
7863 Quail Creek Road
Maumee, OH 43537

EXPLANATION OF SYMBOLS

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

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

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American Broadband and Telecommunications Company
7863 Quail Creek Road
Maumee, OH 43537

APPLICATION OF TARIFF

This tariff applies to service offerings provided by American Broadband and Telecommunications Company.

With respect to local service, the Company provides service to customers in those areas served by a facilities-based carrier with which the Company has executed an interconnection agreement.

The list provided below is where Company will be offering resold service through an approved interconnection agreement with Ameritech.

Clark
Columbiana
Coshocton
Cuyahoga
Fairfield
Fayette
Franklin
Gallia
Greene
Highland
Lake
Lawrence
Lucas
Madison
Mahoning
Monroe
Montgomery
Muskingum
Perry
Portage
Preble
Stark
Summit
Trumbull
Washington

Additional counties will be added as new interconnection agreements are reached.

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7863 Quail Creek Road
Maumee, OH 43537

1. DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Services: The Company's intrastate telephone services offered pursuant to this tariff.

Access Service Request ("ASR"): The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed ASR, the Company will then request the Customer to submit one.

Account Codes: For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required for special construction before the start of service.

Association Customer: An organized group of individual customers with which Company reaches agreement to provide service to both the association and its members.

Authorized User: The term, authorized user, denotes a person, firm or corporation who is authorized by the customer to utilize the Company.

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Basic Local Exchange Services: Means the end user and carrier access to and usage of telephone Company-provided facilities that enable customers, over a local exchange telephone company network operated within a local service area, to originate and receive voice grade, data, or image communications and to access interexchange or other networks. Resellers and/or rebillers of basic local exchange service are local exchange carriers since they provide basic local exchange services consistent with this definition.

Bit: The smallest unit of information in the binary system of notation.

Business Line: A communication service provided by a telephone operating company which allows a subscriber of Company access to the telephone dial network.

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American Broadband and Telecommunications Company
7863 Quail Creek Road
Maumee, OH 43537

1. DEFINITIONS (cont'd)

Central Office End: The term "Central Office End" denotes that end of a foreign exchange channel at which subscriber has a dial access to a telephone company central office.

Channel: The term "Channel" denotes a path for electrical transmission between two or more points, the path having a bandwidth and termination of subscriber's own choosing.

Closed End: The term "Closed End" refers to the termination point where the Dedicated Access Line described in Section 3.2 hereof is located.

Communications Services: The Company's intrastate toll and local exchange telephone services offered for both intraLATA and interLATA use.

Company: American Broadband and Telecommunications Company, also referred to as "American Broadband".

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Daytime: The term "Daytime" denotes 8:00 a.m. to, but not including, 5:00 p.m. local time at the originating terminal on Monday through Friday, excluding Company recognized national holidays.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

Designation Location: The term "Designation Location" or "Location" refers to a terminal device (e.g., handset, PBX, facsimile machine, having a unique telephone number, and to which the subscriber represents to the Company that subscriber has a regular and continuing requirement for communications which are related directly to the business of the subscriber at the designated location (e.g., including but not limited to: affiliates, subsidiaries, subcontractors, suppliers, customers, and other regular business contracts).

Dial Pulse ("DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial ("DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial ("DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Distant City: The term "Distant City" refers to a Company termination point opposite a Closed End.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

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Jeffrey S. Ansted, President
American Broadband and Telecommunications Company
7863 Quail Creek Road
Maumee, OH 43537

1. DEFINITIONS (cont'd)

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

Evening: The term "Evening" denotes 5:00 p.m. but not including 11:00 p.m. local time at the originating terminal on Sunday through Friday and anytime on Company recognized national holidays except when a lower rate would normally apply.

Exchange: Means a geographical service area established by an incumbent local exchange carrier and approved by the Commission, which usually embraces a city, town, or village and a designated surrounding or adjacent area. It typically encompasses one or more central offices, together with the associated plant used in furnishing telecommunications service to the general public. There are currently 748 exchanges in the state.

Exchange Area: The term "Exchange Area" denotes a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone companies hold themselves out to provide communications service.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

American Broadband and Telecommunications Company: American Broadband and Telecommunications Company, the issuer of this tariff, also referred to as "Company".

Foreign Exchange Service ("FX"): The term "Foreign Exchange Service" (FX) provides subscribers with the capability of local dialing in a remote exchange via private line service.

General Access Port ("GAP"): The term "General Access Port" (GAP) denotes an entrance or exit device on a switching machine which provides a means of connection between that switching machine and a termination point of the service.

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Holidays: Company recognized national holidays are New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

I. DEFINITIONS (cont'd)

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Intercity Mileage: The term "Intercity Mileage" denotes the mileage, measured as the shortest distance between any two of the carrier's network terminal offices using the Telephone Industry Standard Rate Centers ("V" & "H") associated with the said carrier's offices.

Inward WATS Extension Service: The term "Inward WATS Extension Service" refers to an incoming service offered to customers who elect to have all of their calls routed to a specific number. Customers can select any previously unused seven digit number in place of an access code, and Company will route their calls to the dedicated phone number provided by the number in his application for Inward WATS Extension Service. (The dedicated number is supplied to the customer by his local exchange company).

IXC or Interexchange Carrier: A long distance telecommunications services provider.

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Calling Area: Unless otherwise specified, local calling area for the Company shall be the same as the local calling area established by the LEC in the area where service is being provided.

Local Exchange Carrier ("LEC"): Means any facilities-based and nonfacilities-based, ILECs and NECs which provide basic local exchange services to consumers on a common carrier basis. Such term does not include and entity insofar as such entity is engaged in the provision of a commercial mobile service under Section 47 U.S.C. 332(C), except to the extent that the FCC finds that such service should be included in the definition of such term.

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence ("MPOP"): The main telephone closet in the Customer's building.

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

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

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I. DEFINITIONS (cont'd)

Nighttime: The term "Nighttime" denotes 11:00 p.m. to but not including 8:00 a.m. local time at the originating terminal Monday through Friday, anytime on Saturday, and all day Sunday except 5:00 p.m. to 11:00 p.m.

Nonfacilities-Based Local Exchange Carrier: Any person, firm, copartnership, voluntary association, joint-stock association, company, or corporation that does not own, operate, manage, or control plant or equipment but that is in the business of reselling basic local exchange service to consumers on a common carrier basis.

Non-Proprietary Calling Card: Refers to a calling card or travel card which can be billed by any carrier and used on any network, such as an Ameritech card issued in conjunction with local services; as opposed to a card issued by an IXC which can only be used on that carrier's network and billed by that carrier.

Non-Recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Normal Work Hours: The term "Normal Work Hours" denotes the time after 8:00 a.m. and before 5:00 p.m. Monday through Friday excluding Company recognized holidays.

("NPA"): Numbering plan area or area code.

Off-Net: A means for carrying traffic to or from the Customer's premises, where the Company leases Other Telephone Company's facilities to deliver traffic to Customer location. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

On-Net: A means for carrying traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using only Company-owned fiber. On-Net traffic is delivered to Customer exclusively over facilities of the Company.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Operator Services: Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Services.

Other Common Carrier ("OCC"): The term "Other Common Carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

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1. DEFINITIONS (cont'd)

PBX: Private Branch Exchange

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, called station, or a designated third-party station.

Point of Presence ("POP"): Point of Presence

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

Rapid-Dial: The term "Rapid-Dial" refers to a dial-up service option where Company supplies or arranges for the supply of a network accessing dialer so that a customer dials all phone numbers as if the Company network were not to be involved.

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

Regular Billing: The term "Regular Billing" denotes a standard bill sent in the normal monthly Company billing cycle. This billing consists of one bill for each account assigned to the customer with explanatory detail showing the derivation of the charges.

Resp. Org.: "Resp. Org." is the responsible organization designated by the customer as the long distance carrier it wishes to have control any 800 number to which the customer is entitled.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange line.

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1. DEFINITIONS (cont'd)

Shared Outbound Calls: Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Special Billing Arrangement: The term "Special Billing Arrangement" denotes an arrangement under which Company will at the request of a customer, provide additional billing functions such as separate breakdowns of overall total billing into sub-bills to facilitate customer's internal accounting procedures.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Subscriber End: The term "Subscriber End" denotes that end of a foreign exchange channel at which a customer is connected by a local distribution facility to Company's network terminal office.

Subscriber Terminal: The term "Subscriber Terminal" denotes the termination of the Company, DAL at the customer's premises.

Switch: The term "Switch" denotes an electronic device which is used to provide circuit sharing, routing, and control.

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

Third Number Billing: Calls where the person originating the call specifies to a telephone company operator to bill the call to an authorized station, as determined by the Telephone Company, other than the station originating the call, or the station where the call is terminated.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Time Charges: As an add-on service to the operator, time and charges for the call will be provided to the caller when the called party disconnects.

Traditional Operator Services: Traditional Operator Services are those services provided by the carrier in which the end user has a customer relationship with the carrier, contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator assisted calls.

Transparent Access: As used by Company, transparent access means that users access the Company network as they would AT&T with 1+ Area Code and number called only, omitting both the access and security code numbers in their manual dialing routine.

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American Broadband and Telecommunications Company
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Maumee, OH 43537

1. DEFINITIONS (cont'd)

Travel Access: Travel Access to the Company network can be utilized whenever a customer is at a location that cannot access a Company switch site on a toll free basis. Company Travel Access feature uses interconnect agreements and 800 lines to access the Company network from any of the lower 48 states, Puerto Rico, and/or the Virgin Islands.

Travel Access utilization is exactly the same as local network utilization with respect to procedures. Rates for Travel Access service vary from dial-up service only in the per minute rate. (See Section 3.5). Usage charges for Travel Access are rounded to the next highest minute.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Universal Termination WATS (UTW): This is a Company service offering where customers pay one rate per minute per call, regardless of the distance being called. UTW billing is not mileage sensitive but all other Dial-Up regulations apply.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, Joint User, or any other person authorize by a Customer to use service provided under this tariff.

Zero Negative ("0-"): The Customer dials only "0" and all additional network functions are performed by the operator.

Zero Plus Mechanized ("0+"): Operator assistance utilizing a machine instead of a live operator. Interaction requires the caller to use a touch tone telephone.

Zero Plus Time Out ("0+"): A "0+" mechanized feature that allows people without a touch tone telephone to revert to a live operator.

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2. RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company is a local reseller providing intercity telecommunications service for transmission of voice, data, facsimile, and their special service on a switched and dedicated basis. Company stands ready to provide technical assistance to the customer to the extent of properly matching the customer's equipment with that of the Company, in order to help him meet the customer's requirements for interexchange or local communications service.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this tariff is subject to the availability of facilities the Company must obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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Jeffrey S. Ansted, President
American Broadband and Telecommunications Company
7863 Quail Creek Road
Maumee, OH 43537

2. RULES AND REGULATIONS (cont'd)**2.1 Underlying of the Company (cont'd)****2.1.3 Terms and Conditions**

- A. Service to business Customers is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company; for example, equipment lease documentation.
- C. In reference to business Customers, and except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In compliance with MTSS Rule 17, service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this tariff; or
 - 2) the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

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2. RULES AND REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.3 Terms and Conditions (cont'd)**

- F. Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H. The Company hereby reserves its rights to establish service packages specific to a particular business Customer. These contracts may or may not be associated with volume and/or term discounts.

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2. RULES AND REGULATIONS (cont'd)2.1 Undertaking of the Company (cont'd)2.1.4 Limitations on Liability

Unless otherwise required by the MTSS:

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed, and will include such interest as might be required by Commission rules.

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2. RULES AND REGULATIONS (cont'd)2.1 Undertaking of the Company (cont'd)2.1.4 Limitations on Liability (cont'd)

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- 1) Any act or omission of: (A. the Customer, (B. any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (C. common carriers or warehousemen, except as contracted by the Company;
 - 2) Any unlawful or unauthorized use of the Company's facilities and services;
 - 3) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
- E. In compliance with MTSS Rule 16, the Company's liability for any service or performance failure caused by civil commotion, strike, lockout, work stoppage or other labor difficulty; or any terrorist activity or other criminal acts; shall be governed by the Commission's rules and regulations.

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2. RULES AND REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.4 Limitations on Liability (cont'd)****D. (cont'd)**

- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A. of this Subsection 2.1.4.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any noncompletion of calls due to network busy conditions;
- 10) Any calls not actually attempted to be completed during any period that service is unavailable; and
- 11) Any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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2. RULES AND REGULATIONS (cont'd)2.1 Undertaking of the Company (cont'd)2.1.4 Limitations on Liability (cont'd)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- H. Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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2. RULES AND REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

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2. RULES AND REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.6 Provision of Equipment and Facilities (cont'd)**

- D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- 1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; and
 - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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2. RULES AND REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. Company will supply Customer with an estimate before any work begins.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- 1) where facilities other than cable pairs are not presently available, and there is no other requirement for the facilities so constructed;
- 2) of a type other than that which the Company would normally utilize in the furnishing of its services;
- 3) over a route other than that which the Company would normally utilize in the furnishing of its services;
- 4) in a quantity greater than that which the Company would normally construct;

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2. RULES AND REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.8 Special Construction (cont'd)**

- 5) on an expedited basis;
- 6) on a temporary basis until permanent facilities are available;
- 7) involving abnormal costs; and
- 8) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Public Utilities Commission of Ohio's regulations, policies, orders, and decisions.

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2. RULES AND REGULATIONS (cont'd)2.2 Prohibited Uses (cont'd)

- C. The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer2.3.1 General

The Customer shall be responsible for:

- 1) the payment of all applicable charges pursuant to this tariff;
- 2) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

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2. RULES AND REGULATIONS (cont'd)**2.3 Obligations of the Customer (cont'd)****2.3.1 General (cont'd)**

- 3) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 4) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- 5) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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2. RULES AND REGULATIONS (cont'd)2.3 Obligations of the Customer (cont'd)2.3.1 General (cont'd)

- 6) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 7) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- 8) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes; and
- 9) Company shall be indemnified and held harmless by the customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the channels, against claims for infringement of patents arising from, combining with, or using in connection with, service furnished by Company apparatus and systems of the customer in connection with the service provided by Company.

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2. RULES AND REGULATIONS (cont'd)2.3 Obligations of the Customer (cont'd)2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2. RULES AND REGULATIONS (cont'd)**2.4 Customer Equipment and Channels****2.4.1 General**

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

2.4.2 Station Equipment

- A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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2. RULES AND REGULATIONS (cont'd)**2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

The Company may require a Customer to make an advance payment for special construction before a specific service or facility is furnished. In general, the advance payment will not exceed an amount equal to the non-recurring charge(s) for special construction for the service or facility. The advance payment will be credited to the Customer's initial bill.

2.5.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. A deposit may be required if the customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus 30% of the monthly estimated charge for a specified customer.
- B. A deposit may be required in addition to an advance payment.
- C. Upon discontinuance of service, the Company, within forty-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- D. Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. Deposits held for less than 180 days will not accrue interest.
- E. Any deposit requirements by the Company will be in compliance with Rules 4901:1-05-13 and 4901:1-05-14 of the Ohio Administrative Code.

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2. RULES AND REGULATIONS (cont'd)**2.5 Customer Deposits and Advance Payments (cont'd)****2.5.3 Application for Service**

Company will require a customer to sign an application form furnished by Company and to establish his credit as provided in these Regulations, as a condition precedent to the initial establishment for such service. Company's acceptance of an order for service to be provided to an applicant whose credit has not been duly established to the sole and exclusive satisfaction of Company, may be subject to the provisions as described in Section 2.5.2. This application shall state the date on which service is to begin and the points between which service is to be provided, the type of facilities required, and any special arrangements related thereto. Company will also require a signed authorization from a customer for additions to or changes in the existing service of such customer.

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2. RULES AND REGULATIONS (cont'd)**2.6 Payment Arrangements****2.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

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

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2. RULES AND REGULATIONS (cont'd)**2.6 Payment Arrangements (cont'd)****2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. Customer bills will be rendered monthly and will comply with the requirements set forth in Section 4901:1-5-15, Ohio Administrative Code.

- A. Non-recurring charges are due and payable within three (3) months after the date the invoice is mailed to the Customer by the Company. Customer, at its discretion, may spread out over three (3) months payments for local service installation charges.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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American Broadband and Telecommunications Company
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Maumee, OH 43537

2. RULES AND REGULATIONS (cont'd)**2.6 Payment Arrangements (cont'd)****2.6.2 Billing and Collection of Charges (cont'd)**

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within 30 days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F. The Customer should notify the Company of any disputed items on an invoice as soon as possible. Customers desiring to contact the Company may write the Company or call its toll-free Customer Care Center:

American Broadband and Telecommunications Company
7863 Quail Creek Road
Maumee, Ohio 43537

Customer Care Center: 800-747-9297

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure.

- G. If service is disconnected by the Company (in accordance with Section 2.6.3 following, and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to all applicable restoration charges.

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2. RULES AND REGULATIONS (cont'd)2.6 Payment Arrangements (cont'd)2.6.2 Billing and Collection of Charges (cont'd)

- H. Any denial or disconnection of local or toll service by the Company shall comply with all of the Commission requirements set forth in Section 4901:1-5-17, Ohio Administrative Code. Local service may only be disconnected for subscriber non-payment of charges for local service regulated by the Public Utilities Commission of Ohio. Local service is defined by the Commission as every regulated service provided by the local service provider other than toll service and 900 and 976-like services.

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American Broadband and Telecommunications Company
7863 Quail Creek Road
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2. RULES AND REGULATIONS (cont'd)2.6 Payment Arrangements (cont'd)2.6.3 Discontinuance of Service for Cause

With respect to any discontinuance of service for cause, the Company will comply with the disconnection requirements as set forth in Section 4901:1-5-17, Ohio Administrative Code and in the Minimum Telephone Service Standards, including:

- 1) The conditions under which local service can be disconnected for nonpayment are set forth in Rule 4901:1-5-17(A).
- 2) The conditions under which toll service can be disconnected for nonpayment are set forth in Rule 4901:1-5-17(B).
- 3) The conditions under which a subscriber can be disconnected with notice in cases not involving nonpayment are set forth in Rules 4901:1-5-17(D) and (E).
- 4) The conditions under which a subscriber can be disconnected without notice in cases not involving nonpayment are set forth in Rule 4901:1-5-17(G).
- 5) Payment schedule and disconnection procedures for nonpayment are set forth in Rule 4901:1-5-17(K).
- 6) The procedures that must be followed for the reconnection of local and toll service are set forth in Rule 4901:1-5-17(M).

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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.4 Notice to Company for Cancellation of Service

Customers receiving special contract service and desiring to terminate such service shall provide the Company thirty (30) days written notice of termination.

2.6.5 Cancellation of Application for Service

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

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

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2. RULES AND REGULATIONS (cont'd)**2.6 Payment Arrangements (cont'd)****2.6.6 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Bad Check Charge

A charge will be assessed for all checks returned by drawee bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

Bad check charges are listed in the Price List Section 9.1.8. The current charge is \$35.00, and the maximum charge is \$55.00.

2.6.8 Credit Worthiness

Service applicants may be required to establish credit worthiness in accordance with the provisions of Sections 4901:1-5-13, 4901:1-5-14, and Chapter 4901:1-17, Ohio Administrative Code.

2.7 Allowances and Billing Adjustments for Interruptions in Service**2.7.1 General**

- A. Credit allowances will be given by the Company when service is interrupted, pursuant to the terms and conditions set forth in Section 4901:1-5-16, Ohio Administrative Code.
- B. The specific terms and conditions applicable to subscriber billing adjustments include:
 - 1) The terms and conditions for applying subscriber credits due to extended out-of-service conditions are set forth in Rule 4901:1-5-16(A) and (B).
 - 2) The terms and conditions for applying subscriber credits due to failure to install new service in a timely fashion are set forth in Rule 4901:1-5-16(D).
 - 3) The terms and conditions for applying subscriber credits due to failure to install new service in a timely fashion as a result of missed appointments are set forth in Rule 4901:1-5-16(E).

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2. RULES AND REGULATIONS (cont'd)**2.7 Allowances and Billing Adjustments for Interruptions in Service (cont'd)****2.7.1 General (cont'd)**

- 4) The terms and conditions for applying subscriber credits due to the omission of a directory listing are set forth in Rule 4901:1-5-16(F).
- 5) The terms and conditions for providing subscriber refunds for prior overcharges and collecting for prior undercharges are set forth in Rule 4901:1-5-16(G).
- 6) The terms and conditions for credit exceptions are set forth in Rules 4901:1-5-16(A)(1)(2)(3)(4), (C), (D)(1)(2)(3)(4), and (E)(3).

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2. RULES AND REGULATIONS (cont'd)**2.7 Allowances for Interruptions in Service (cont'd)****2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

Credits for interruptions in service shall be provided in accordance with the Commission requirement set forth in Section 4901:1-5-16, O.A.C.

2.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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2. RULES AND REGULATIONS (cont'd)2.8 Cancellation of Service/Termination Liability

If a business Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, said business Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Business Customer's termination liability for cancellation of service shall be equal to:

- 1) All unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- 2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of said business Customer, plus;
- 3) All recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; and
- 4) Minus a reasonable allowance for costs avoided by the Company as a direct result of business Customer's cancellation.

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2. RULES AND REGULATIONS (cont'd)2.9 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified. Customer is not responsible for fraudulent charges not attributable to the Customer.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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2. RULES AND REGULATIONS (cont'd)

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 1) To any subsidiary, parent company or affiliate of the Company;
- 2) Pursuant to any sale or transfer of substantially all the assets of the Company; or
- 3) Pursuant to any financing, merger or reorganization of the Company.

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2. RULES AND REGULATIONS (cont'd)**2.11 Notices and Communications**

- A. The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C. Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2. RULES AND REGULATIONS (cont'd)**2.12 Sales Tax**

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.

2.13 Trouble Shooting at Customer's Premises

A trouble shooting charge is levied to cover the cost to Company, of a visit to the customer's premises to determine what equipment is the cause of a malfunction. This charge applies in cases where Company identifies the trouble to be caused by customer-provided equipment, and is unrelated to any malfunction of Company's service. The charge applies from the time Company personnel are dispatched until the problem is identified.

Where NID is accessible, a charge also applies when the local telephone company at Customer's request, makes the trouble shooting visit to customer's premises and determines that the trouble is caused by customer-provided equipment. The customer will be billed directly by the local telephone company.

The customer may also be responsible for any charges when Company, acting as the customer's agent, requests that the vendor of the customer-provided equipment make a trouble shooting visit of the customer-provided equipment.

The rates applicable shall be those identified in Price List Section 9.1.4.

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2. RULES AND REGULATIONS (cont'd)**2.14 Service Rearrangements**

- A. Any customer wishing to change the type of service arrangement provided is required to give the Company at least 45 days written notice. Such changes will only be effected on the first day of a monthly billing period.
- B. When, at the customer's request, the Company changes the customer's service type or operation mode and these changes require any facility or termination rearrangements by the Company the normal installation charge(s) for that which is rearranged will apply unless a specific charge exists elsewhere in this tariff.
- C. When the local access line and/or associated equipment is moved or rearranged at the customer's request, the normal local access line installation charges will apply.
- D. When the customer requests changes, additions, or deletions to optional features, the normal installation charge for the changed optional feature will apply.
- E. Change of Resp. Org.: If a Customer accumulates more than \$1,000.00 of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

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3. EXCHANGE SERVICE

3.1 Connection Charges

3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the ordering, installing, moving, changing, rearranging for furnishing telephone services and facilities. Any one or combination of all elements of the connection charges may apply, depending upon the customer's request.

The customer may request an estimate or a firm bid before ordering installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

3.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. The Company may from time to time waive or reduce the charge as part of a promotion. See 4.3.

3.2 Service Order Charge

A service Order Charge applies per customer order, for all work or services ordered to be provided at one time, on the same premises, for the same customer. The maximum charge for this service shall be \$120.00.

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3. EXCHANGE SERVICE (cont'd)

3.3 Reserved for Future Use

3.4 Restoral Charge

A Restoral Charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of service, as deemed in Section 1 of this Tariff. The maximum charge for this service shall be \$120.00.

3.5 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

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

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

The maximum charge for any of these services shall be \$120.00.

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3. EXCHANGE SERVICE (cont'd)**3.6 Premises Visit****3.6.1 Terms and Conditions**

A Premises Visit Charge applies per customer order, for all work or services ordered to be provided at one time on the same premises, for the same customer. When more than one visit is required to complete the work as originally ordered, only one Premises Visit Charge applies. A Premises Visit Charge applies to each premises visited for the purposes of any special construction involving installation, removal, reconnection or changing of regulated facilities and to connect a line between different buildings on different premises, whether or not mileage charges are applicable to such lines. The maximum hourly charge shall be \$65.00.

3.6.2 Trouble Isolation Charge

Where NID is accessible, when a visit to the customer's premises is requested to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit. Additional service charges may apply for subsequent services ordered upon Customer approval, in addition to all other charges.

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3. EXCHANGE SERVICE (cont'd)3.7 Central Office Line Charge

A Central Office Line Charge applies to arranging line(s) to provide service between the central office and the customer's premises. The maximum charge shall be \$120.00.

3.8 Primary Interexchange Carrier Change Charge

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service. The maximum charge for the service shall be \$10.00.

3.9 Remote Call Forwarding Service

RCF is a service feature whereby all calls placed to an RCF customer's telephone number (the call forwarding location) are automatically forwarded by Company central office equipment to a designated terminating station of such RCF customer which is located in an exchange area of the Company or another telephone company. RCF is subject to the following regulations:

- 1) RCF service will be provided on any exchange service which can be direct inward dialed except semi-public and public telephone service;
- 2) The service is offered from central offices where the Company has arranged the facilities for RCF and is furnished subject to the availability of facilities;
- 3) One primary directory listing, as appropriate, will be provided without charge for the exchange in which the RCF central office is located;
- 4) Since the grade of transmission on calls which are remotely forwarded may vary, depending upon the location of the calling party in relation to the terminating station, the Company cannot guarantee transmission on forwarded calls;

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3. EXCHANGE SERVICE (cont'd)3.9 Remote Call Forwarding Service (cont'd)

- 5) Each RCF feature allows for forwarding one call at a given time. An additional feature is necessary for each additional call to be forwarded simultaneously. The customer must subscribe to sufficient RCF features and facilities at the terminating station to adequately handle calls without impairing, disrupting or deteriorating services offered by the Company. In the event that the use of RCF causes such impairment, disruption or deterioration, the Company shall have the right to discontinue forthwith such service without prior notification to the customer; and
- 6) The Company will not provide identification of the originating telephone number to an RCF customer.
- 7) The charge for RCF is set forth in Section 9.1.7.

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4. SUPPLEMENTAL SERVICES**4.1 Custom Calling Service****4.1.1 General**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases. Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

The Company may elect to offer a free or reduced rate trial of any new CLASS feature(s) to prospective customers within 90 days of the establishment of the new feature.

4.1.2 Description of Features**A. Three Way Calling/Call Hold**

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a three-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switch-hook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call. The charge for this service is set forth in Section 9.2.1.

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4. SUPPLEMENTAL SERVICES (cont'd)4.1 Custom Calling Service (cont'd)

4.1.2 Description of Features (cont'd)

B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer pre-designated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a customer pre-designated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

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4. SUPPLEMENTAL SERVICES (cont'd)4.1 Custom Calling Service (cont'd)4.1.2 Description of Features (cont'd)

C. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call. The maximum monthly charge for call waiting is \$6.00

D. Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

E. Multiline Hunting

This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group.

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4. SUPPLEMENTAL SERVICES (cont'd)**4.1 Custom Calling Service (cont'd)****4.1.2 Description of Features (cont'd)****F. Speed Dialing**

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit), or thirty numbers with two digits can be selected.

G. Repeat Dialing

This feature will enable a customer to reach a called party whose number is busy without having to continually redial the telephone number. The busy number will automatically be dialed, for a 30 minute period, until it becomes available. The caller can make and receive calls during the 30 minute period that the busy number is being dialed. The caller will receive a special ring-back when both numbers are freed for use. The feature can also be used to recall a called party after the conversation has been terminated.

H. Calling Party Number Blocking

Calling Party Number Blocking provides telephone customers with the capability to prevent the disclosure of the calling telephone number on calls made to an exchange service equipped with Caller ID and other Advanced Custom Calling services where the calling party number may be disclosed. Calling Party Number Blocking is available on a per-call basis for semi-public and public customers without charge; and is also available on a per-line basis at a monthly recurring rate. Calling Party Number Blocking is available on a per-service basis. Per-call Calling Party Number Blocking is accomplished by the customer dialing an activation code (*67 for Touch-Tone and 1167 for rotary dial pulse, prior to placing each call for which blocking is desired. Service for which a charge is applicable shall be subject to a maximum monthly charge of \$6.00.

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4. SUPPLEMENTAL SERVICES (cont'd)4.1 Custom Calling Service (cont'd)

4.1.2 Description of Features (cont'd)

I. Anonymous Call Rejection

Anonymous Call Rejection (ACR) is a service that enables customers the ability to reject calls from parties who have a privacy feature that prevents the delivery of their calling number to the called party when the called party has Caller ID with Name. With ACR the called customer receives no alerting or ringing for a call that is rejected. The call is routed to a denial announcement and subsequently terminated. The calling party hears a denial announcement which indicates the calling party can retry their call after unblocking their number.

J. Auto Call Back/Auto Redial

The Auto Call Back/Auto Redial feature allows a customer to automatically redial the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be Automatically Redialed:

- 1) Calls to 800 Service numbers;
- 2) Calls to 900 Service numbers;
- 3) Calls preceded by an interexchange carrier access code;
- 4) International Direct Distance Dialed calls;
- 5) Calls to Directory Assistance; and
- 6) Calls to 9-1-1.

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4. SUPPLEMENTAL SERVICES (cont'd)4.1 Custom Calling Service (cont'd)

4.1.2 Description of Features (cont'd)

K. Call Return

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

L. Customer Originated Trace

Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the Company the customer can use this application to combat nuisance calls. The maximum charge for this service shall be \$4.75.

M. Call Screening

This feature provides the customer with the ability to prevent repeated calls from an unwanted caller whose number may or may not be known. The customer receiving the call need only hang up and immediately dial the Call Screening access code which will deny the caller the ability to ring the customer's telephone. In addition, the customer has the ability to create a list of telephone numbers from which the customer may wish to not receive calls. Calls from these telephone numbers will be sent an appropriate announcement indicating that the call cannot be completed because the customer has activated Call Screening.

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American Broadband and Telecommunications Company
7863 Quail Creek Road
Maumee, OH 43537

4. SUPPLEMENTAL SERVICES (cont'd)4.1 Custom Calling Service (cont'd)

4.1.2 Description of Features (cont'd)

N. Selective Call Screening

Selective Call Screening is an arrangement designed to restrict certain types of billing from a line which originates a call. The screening is designed to inform the operator services provider about special characteristics associated with the line. Under this arrangement, the operator services provider processes the operator-assisted and/or operator-handled and/or automated operator-assisted originating call so that call will conform to one of the allowable types of billing, which could be those which conform only to billing as collect, billed to a third number, or billed to a calling card.

4.1.3 Rates and Charges

Monthly Rates for these services are located in Section 9.2.1 of this Tariff.

4.2 Reserved for Future Use4.3 Service and Promotional Trials

4.3.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

4.3.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.

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American Broadband and Telecommunications Company
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4. SUPPLEMENTAL SERVICES (cont'd)4.3 Service and Promotional Trials (cont'd)

4.3.2 Regulations (cont'd)

- B. During a Service Trial, the service(s) is(are) provided automatically to all eligible customers, except those customer who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

4.4 Busy Verification and Interrupt Service

4.4.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

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American Broadband and Telecommunications Company
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4. SUPPLEMENTAL SERVICES (cont'd)

4.4 Busy Verification and Interrupt Service (cont'd)

4.4.2 Rate Application

A. A Verification Charge will apply when:

- 1) The operator verifies that the line is busy with a call in progress; or
- 2) The operator verifies that the line is available for incoming calls.

B. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

C. No charge will apply when the calling party advises that the call is from an official public emergency agency.

4.4.3 Rates and Charges

The rates for these services are set forth in Section 9.3.

4.5 Reserved for Future Use

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4. SUPPLEMENTAL SERVICES (cont'd)4.6 Directory Assistance Service

4.6.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

4.6.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code and/or general information requested from the Directory Assistance operator except as follows:

- 1) Calls from coin telephones, including COCOTS;
- 2) Requests for telephone numbers of non-published service;
- 3) Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit; or
- 4) Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section of this Tariff, up to a maximum of 50 requests per month.

4.6.3 Rates

Unless one of the exceptions listed above applies, the charges set forth in Section 9.4 apply for each request made to the Directory Assistance operator.

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4. SUPPLEMENTAL SERVICES (cont'd)4.7 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized third party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station-to-station basis or to a specified party (see Person to Person), or designated alternate. An operator assistance charge applies to each call, as set forth in Section 9.4.3.

4.8 Directory Listing

Each Customer shall receive a single directory listing at no charge. Other directory services may be subject to monthly recurring charges as set forth in Section 9.4.2.

An alphabetical directory is an alphabetical list of Customers, joint users and others for whom directory listings are provided. An alphabetical directory may include the listings for one or more exchange areas.

- A. There are two groups of listings: One group of non-residence listings and one group of listings consisting solely of names of individuals.

Non-residence primary listings consisting solely of names of individuals will appear in both groups at no charge. Non-residence additional listings consisting solely of names of individuals will appear in both groups without charge for the additional appearance.

Residence primary or additional listings will appear in both groups without charge for the additional appearance, provided that they are indented under non-residence primary or regular additional listings consisting solely of names of individuals.

Non-published number service shall be available at a maximum monthly rate of \$3.00.

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4. SUPPLEMENTAL SERVICES (cont'd)4.8 Directory Listing (cont'd)

- B. Special prominence or arrangement of names is not permitted, nor is the listing of a service, commodity or trade name except when such service, commodity or trade name is a part of the name under which the listed party is doing business.
- C. The Company will refuse a listing which does not constitute a legally authorized or adopted name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is intended for advertising purposes or to secure a preferential position in the directory, or is more elaborate than is reasonably necessary to identify the listed party.
- D. The length of any listing is limited by the use of abbreviations where, in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired thereby. Where more than one line is required to properly list the party, no additional charge is made.
- E. Listings are regularly provided in connection with exchange service of all classes, grades and types.
- F. Additional listings:
 - (1) Residence additional listings are listings in addition to the primary listing furnished in connection with residence service and may be the names of members of the Customer's family or of other persons residing in the Customer's household.
 - (2) Residence additional listings are also permitted in connection with non-residence service which is located in a residence and for permanent guests residing in a transient hotel, motel, or club, and tenants in an apartment house or apartment hotel.
- G. Duplicate Listings: Duplicate listings (i.e., listings of nicknames, abbreviated names) are permitted when, in the opinion of the Company, they are not desired to secure a preferential position in the directory or for advertising purposes.
- H. Alternate Listings: Listings which refer calling persons to another telephone number.
- I. Foreign Listings: Listings in an alphabetical directory of an exchange other than that in which the listed services furnished are furnished under the provisions applicable to regular additional listings in the directory.

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4. SUPPLEMENTAL SERVICES (cont'd)4.8 Directory Listing (cont'd)

J. Nonpublished service:

- (1) Upon receipt of an authorization signed by the Customer, in a form satisfactory to the Company, the name of that Customer and the telephone number assigned to the service furnished to him will be omitted or deleted from the Company's telephone directories and his telephone number will be omitted or deleted from the Company's information records, subject to the provisions set forth below.
- (2) The Company will endeavor to prevent the disclosure of the telephone number, but shall not be liable should such number be divulged through inadvertence, or where the nonpublished service customer calls the enhanced universal emergency telephone number (i.e., 911) to the extent that the originating telephone number, address and name associated with the originating number are furnished to the 911 service Public Service Answering Points.

4.9 Blocking Service

4.9.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to business customers:

- 1) 900,700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e., 900-XXX-XXXX) from being placed;
- 2) 900,971,974 & 700 Blocking - allows the subscriber to block all calls beginning with the 900,971, 974 and 700 prefixes from being placed;
- 3) Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base;
- 4) Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it;
- 5) Toll Restriction Plus - provides subscribers with Toll Restriction, as described in part 4 of this section; and
- 6) Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

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4. SUPPLEMENTAL SERVICES (cont'd)

4.9 Blocking Service (cont'd)

4.9.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

4.9.3 Rates and Charges for these services are set forth in Section 9.4.4.

These charges are in addition to any application connection charges.

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Jeffrey S. Ansted, President
American Broadband and Telecommunications Company
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4. SUPPLEMENTAL SERVICES (cont'd)

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Jeffrey S. Ansted, President
American Broadband and Telecommunications Company
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4. SUPPLEMENTAL SERVICES (cont'd)4.10 Reserved for Future Use4.11 Customer Requested Service Suspensions

At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without charge. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

<u>Period of Suspension</u>	<u>Charge</u>
First Month or Partial Month	Regular Monthly Rate (no reduction)
Each Additional Month (up to the one year limit)	Regular Monthly Rate

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5. BUSINESS NETWORK SWITCHED SERVICES**5.1 General**

Business Network Switched Services provide business customers with a connection to the Company's switching network which enables the customer to:

- 1) Receive calls from other stations on the public switched telephone network;
- 2) Access the Company's local calling service;
- 3) Access the Company's local service; and
- 4) Access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10 XXX).

Business Network Switched Services are provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 3 apply to all service on a one-time basis unless waived pursuant to this Tariff.

5.2 Service Descriptions and Rates

The following Business Access Service Options are offered:

Basic Business Line Service
PBX Trunks

Basic Business Line Service, PBX Trunks are offered with message rate local service.

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American Broadband and Telecommunications Company
7863 Quail Creek Road
Maumee, OH 43537

5. BUSINESS NETWORK SWITCHED SERVICES (cont'd)5.2 Service Descriptions and Rates (cont'd)

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems or facsimile machines. Service may be arranged for two-way calling only or outward calling only. Optional Voice Mail Service is available.

5.2.1 Basic Business Line Service

A. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a on usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual tone Multi Frequency (DTMF).
Directionality:	Two-Way, In-Only or Out-Only, at the option of the customer

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American Broadband and Telecommunications Company
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5. BUSINESS NETWORK SWITCHED SERVICES (cont'd)5.2 Service Descriptions and Rates (cont'd)

5.2.1 Basic Business Line Service (cont'd)

B. Message Rate Basic Business Line Service

1) Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 8.

C. Recurring and Nonrecurring Charges

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the duration of call during the billing period. Nonrecurring Connection charges apply as described in Section 3 of this Tariff and Recurring charges can be found in Section 9.5 of this Tariff.

Basic business line service shall be subject to a maximum monthly rate of \$42.00.

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Jeffrey S. Ansted, President
American Broadband and Telecommunications Company
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5. BUSINESS NETWORK SWITCHED SERVICES (cont'd)5.2 Service Descriptions and Rates (cont'd)

5.2.2 PBX Trunk Service

A. General

Analog PBX trunks are provided for connection of customer-provided PBX terminal equipment. Analog trunks are delivered on a DSO level and digital trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks, additional charges apply for Direct Inward Dial Station numbers.

Each Analog Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF).
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

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American Broadband and Telecommunications Company
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5. BUSINESS NETWORK SWITCHED SERVICES (cont'd)**5.2 Service Descriptions and Rates (cont'd)****5.2.2 PBX Trunk Service (cont'd)****B. Message Rate Analog PBX Trunks****1) Description**

Message Rate Analog PBX Trunks provide the customer with a single, analog, voice grade telephonic communications channel which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a usage basis. DID trunks are arranged for one-way inward calling only.

2. Recurring and Nonrecurring Charges

Nonrecurring connection charges apply as described in Section 3 of this Tariff. Charges for each Message Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the duration of calls during the billing period can be found in Section 9.5 of this Tariff. Local calling areas are as specified in Section 8. The maximum monthly rate for PBX Trunk Service shall be \$45.00.

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6. SPECIAL SERVICES AND PROGRAMS**6.1 Universal Emergency Telephone Number Service**

Universal Emergency Telephone Number Service (9-1-1 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

6.2 Relay Service**6.2.1 General**

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. *Specific 800 numbers have been designed for both impaired and non-impaired customers to use.*

6.2.2 Regulations

- A. Only intrastate calls can be completed using the Relay Service under the terms and conditions of this Tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the State of Ohio. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

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American Broadband and Telecommunications Company
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Maumee, OH 43537

6. SPECIAL SERVICES AND PROGRAMS (cont'd)**6.2 Relay Service (cont'd)****6.2.2 Regulations (cont'd)**

D. The following calls may not be placed through the Relay Service:

- 1) Calls to informational recordings and group bridging service;
- 2) Calls to time or weather recorded messages;
- 3) Station sent paid calls from coin telephones; and
- 4) Operator-handled conference service and other teleconference calls.

6.2.3 Liability

The Company contracts with an outside provider for the provision of this service. the outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of property whatsoever, whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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7. SPECIAL ARRANGEMENTS**7.1 Special Construction****7.1.1 Basis for Charges**

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- 1) Nonrecurring charges;
- 2) Recurring charges;
- 3) Termination liabilities; or
- 4) Combinations of 1), 2) and 3).

7.1.2 Basis for Cost Computation

The costs referred to in 7.1.1 preceding may include one or more of the following items to the extent they are applicable:

- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easements.
- 2) Cost of maintenance;
- 3) Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4) Administration, taxes and uncollectible revenue on the basis of reasonable average cost for these items;
- 5) License preparation, processing and related fees;
- 6) Tariff preparation, processing and related fees;
- 7) Any other identifiable costs related to the facilities provided; or
- 8) An amount for return and contingencies.

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7. SPECIAL ARRANGEMENTS (cont'd)**7.1 Special Construction (cont'd)****7.1.3 Termination of Liability for Business Customers**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a business Customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easements.
 - 2) License preparation, processing and related fees;
 - 3) Tariff preparation, processing and related fees;
 - 4) Cost of removal and restoration, where appropriate; and
 - 5) Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculation the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.3.B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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7. SPECIAL ARRANGEMENTS (cont'd)**7.2 Non-Routine Installation and/or Maintenance**

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply. In all instances, Customer will receive a cost estimate before any work begins.

7.3 Individual Case Basis (ICB) Arrangements

For special situations, subject to Commission review, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the customers.

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8. LOCAL CALLING AREAS8.1 Exchange Definition

The Company offers Local Exchange Service within the Ohio Bell Telephone Company (Ameritech), ALLTEL, GTE, United and Sprint territories and concurs in their filed exchange areas and exchange maps.

8.2 Local Calling Area

Each customer shall have the local calling area of the normal exchange in which the customer is located as defined below:

<u>Exchange Area</u>	<u>Exchange Areas in Local Service Area</u>	
	<u>Ohio Bell Telephone</u>	<u>Other Telephone Cost</u>
Alliance	Alliance Atwater Canton* Marlboro Sebring	Damascus - Sprint* N. Benton - Sprint N. Georgetown - GTE Paris - GTE
Ashland		Ashland - GTE Hayesville - GTE Nova - GTE Polk - GTE Red Haw - GTE Savannah - GTE Sullivan - GTE
Athens		Albany - GTE Amesville - GTE Athens - GTE Guysville - GTE New Marshfield - GTE Shade - GTE The Plains - GTE

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American Broadband and Telecommunications Company
7863 Quail Creek Road
Maumee, OH 43537

8. LOCAL CALLING AREAS (cont'd)8.2 Local Calling Area (cont'd)Exchange AreaExchange Areas in Local Service Area
Ohio Bell TelephoneOther Telephone Cost

Bellefontaine

Belle Center - United
DeGraff - United
East Liberty - United
Huntsville - United
Ridgeway - United
Rushsylvania - United
West Liberty - United
West Mansfield - United

Bowling Green

Bowling Green - GTE
Cygnel - GTE
Haskings-Tontogany - GTE
Pemberville - GTE
Portage - GTE
Wayne-Bradner - GTE
Weston - GTE

Canton

Canton
Alliance*
Canal Fulton*
Hartville
Louisville
Magnolia-Waynesburg
Marlboro*
Massillon
Navarre
North CantonBeach City - GTE
Bolivar - GTE
Carrollton - GTE*
Dellroy - GTE*
Malvern - GTE
Mineral City - GTE*
Minerva - GTE
Paris - GTE
Brewster - GTE*

Defiance

Arthur - United
Ayersville - United
Evansport - United
Jewell - United
Ney - United

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8. LOCAL CALLING AREAS (cont'd)8.2 Local Calling Area (cont'd)

<u>Exchange Area</u>	<u>Exchange Areas in Local Service Area</u>	
	<u>Ohio Bell Telephone</u>	<u>Other Telephone Cost</u>
Findlay	Findlay	Arcadia - Arcadia Arlington - GTE Benton Ridge - Benton Ridge Bloomdale - Sprint* Carey - GTE Jenera - GTE McComb - GTE Mount Blanchard - GTE Mount Cory - Orwell North Baltimore - GTE* Rawson - GTE Van Buren - GTE Vanlue
Fremont	Fremont Lindsey	Bettsville - GTE Clyde - GTE* Gibsonburg - GTE Green Springs - Sprint Helena - GTE Old Fort - Sprint
Greenville		Ansonia - United Arcanum - United Bradford - United Gettysburg - United Hollansburg - United New Madison - United Rossburg - United Versailles - United
Lancaster	Lancaster Canal Winchester Carroll Rushville Sugar Grove	Amanda - GTE Baltimore - GTE Bremen - GTE Millersport - GTE Pleasantville - GTE

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8. LOCAL CALLING AREAS (cont'd)8.2 Local Calling Area (cont'd)Exchange AreaExchange Areas in Local Service AreaOhio Bell TelephoneOther Telephone Cost

Lima

Beaverdam - United
 Buckland - United
 Cairo - United
 Cridersville - United
 Elida - United
 Gomer - United
 Lafayette - United
 Spencerville - United
 Waynesfield - United
 Westminster - United
 Vaughnsville - United

Marietta

Marietta
 Newport*
 Belpre*
 New Matamoras*

Barlow - GTE
 Bartlett - United*
 Beverly - GTE
 Dexter City - GTE*
 Lowell - GTE
 Lower Salem - GTE
 Watertown - GTE
 Williamstown, W.VA - C&P of
 W.VA

Marion

Caledonia - GTE
 Green Camp - GTE
 Harpster - GTE
 LaRue - GTE
 Marion - GTE
 Morral - GTE
 Prospect - GTE
 Waldo - GTE

Mansfield

Adario - United
 Bellville - United
 Butler - United
 Lexington - United
 Lucas - United
 Shiloh - United
 Johnsville - United

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8. LOCAL CALLING AREAS (cont'd)8.2 Local Calling Area (cont'd)

<u>Exchange Area</u>	<u>Exchange Areas in Local Service Area</u>	
	<u>Ohio Bell Telephone</u>	<u>Other Telephone Cost</u>
Mt. Vernon		Centerburg - United Danville - United Fredericktown - United Gambier - United Martinsburg - United Utica-Homer - United
Massillon	Massillon Canal Fulton Canton Dalton Navarre North Canton	Beach City - GTE Brewster - GTE Wilnot - GTE
Newark		Alexandria - ALLTEL Baltimore - ALLTEL Cooperdale - ALLTEL Croton - ALLTEL Dresden - ALLTEL Fazeysburg - ALLTEL Fultonham - ALLTEL Johnstown - ALLTEL Millersport - ALLTEL New Albany - ALLTEL Pataskala - ALLTEL Pleasantville - ALLTEL Rushville - ALLTEL Somerset - ALLTEL Thornville - ALLTEL
Niles	Niles Girard North Jackson* Youngstown*	Cortland - Sprint* Warren - Sprint

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8. LOCAL CALLING AREAS (cont'd)8.2 Local Calling Area (cont'd)

<u>Exchange Area</u>	<u>Exchange Areas in Local Service Area</u>	
	<u>Ohio Bell Telephone</u>	<u>Other Telephone Cost</u>
North Canton	North Canton Akron* Canal Fulton Canton Greensburg* Hartville Louisville Massillon Uniontown*	(None)
Piqua	Piqua Fletcher-Lena	Bradford - United* Covington - ALLTEL Troy - GTE*
Sandusky	Sandusky Bloomington Castalia	Huron - GTE Kelley's Island - GTE Milan - GTE*
Sidney		Anna - United Botkins - United Fort Loramie - United Jackson Center - United
St. Marys		Celina - GTE St. Marys - GTE New Bremen - GTE

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8. LOCAL CALLING AREAS (cont'd)8.2 Local Calling Area (cont'd)Exchange AreaExchange Areas in Local Service AreaOhio Bell TelephoneOther Telephone Cost

Steubenville

Steubenville
Mingo Junction
TorontoAmsterdam - GTE
Bergholz - GTE*
Bloomingdale - Western Reserve
Brilliant - GTE
Dillonvale-Mt. Pleasant - GTE*
Follansbee, W.VA - C&P of W.VA
Hopedale - Western Reserve*
Knoxville - GTE
Richmond - GTE
Smithfield - GTE
Weirton, W.VA - C&P of W.VA
Tiltonsville - GTE*

The Plains

Athens - GTE
The Plains - GTE

Tiffin

Tiffin
New RiegelAttica - GTE*
Bascom - Bascom
Bloomville - GTE
McCutchenville - Sycamore*
Melmore - Sycamore
Old Fort - United
Republic - GTE
Sycamore - Sycamore*
Bettsville - GTE

Warren

Bristolville - United
Cortland - United
Greene - United
Hartford - United
Johnston - United
Kinsman - United
Newton Falls - United
Niles - United
North Bloomfield - United

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8. LOCAL CALLING AREAS (cont'd)8.2 Local Calling Area (cont'd)Exchange AreaExchange Areas in Local Service AreaOhio Bell TelephoneOther Telephone Cost

Wooster

Apple Creek - United
 Burbank - United
 Congress - United
 Creston - United
 Holmesville - United
 Kidron - United
 Orrville - United
 Shreve - United
 Smithville - United
 Dalton - United

Youngstown

Youngstown
 Canfield
 Columbiana
 East Palestine*
 Girard
 Hubbard
 Leetonia*
 Lowellville
 Niles*
 North Jackson
 North Lima
 New Waterford*
 Salem*
 Sharon*

Lowellville, PA - PA Bell
 Berlin Center - United
 Cortland - United*
 Warren - United*

Zanesville

Zanesville
 Dresden
 Fultonham
 Norwich
 Philo
 Roseville
 New Lexington*

Adamsville - United
 Fazeysburg - United
 Gratiot - Newark

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8. LOCAL CALLING AREAS (cont'd)

8.3 Local Calling Area Service Map

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9. RATES AND CHARGES**9.1 Non-recurring Charges****9.1.1 Service Order Charge**

Business Installation - per line/trunk	\$50.00
--	---------

9.1.2 Restoral Charge	\$35.00
-----------------------	---------

9.1.3 Moves, Adds and Changes Charge	\$35.00
--------------------------------------	---------

9.1.4 Premises Visit Charge (Hourly Charge)	\$40.00
---	---------

9.1.5 Central Office Line Charge	\$35.00
----------------------------------	---------

9.1.6 Primary Interexchange Carrier Change (PICC) Charge

Single Line	\$ 0.53
Multi Line	\$ 2.75

9.1.7 Remote Call Forwarding	\$16.61
------------------------------	---------

9.1.8 Bad Check Charge	\$35.00
------------------------	---------

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9. RATES AND CHARGES (cont'd)9.2 Supplemental Services

9.2.1 Custom Calling Features

Three-Way Calling	\$ 3.00
Three-Way Calling - per activation	\$ 0.75
Three-Way Calling Per Activation Monthly Cap	\$ 7.50
Call Forwarding Variable	\$ 3.00
Call Forwarding Busy	\$ 3.00
Call Forwarding Busy Line Don't Answer	\$ 3.00
Call Forwarding Don't Answer	\$ 3.00
Call Waiting/Cancel Call Waiting	\$ 3.00
Distinctive Ringing	\$ 3.00
Multiline Hunting	\$10.00
Speed Dialing - 8 Numbers	\$ 3.00
Speed Dialing - 30 Numbers	\$ 3.00
Repeat Dialing - per activation	\$ 0.65
Repeat Dialing Per Activation Monthly Cap	\$ 6.50
Calling Party Number Blocking (per call)	\$ 0.00
Calling Party Number Blocking (per line)	\$ 3.00
Anonymous Call Rejection	\$ 3.00
Auto Call Back/Auto Redial	\$ 3.00
Call Return - per activation	\$ 0.65
Call Return Per Activation Monthly Cap	\$ 6.50
Call Trace - per call	\$ 2.70
Call Trace Prep Charge	\$ 5.00
Call Screening	\$ 7.20
Selective Call Screening	\$ 4.68

9.3 Busy Verification and Interrupt Service

Busy Line Verification	\$ 1.00
Busy Line Interrupt	\$ 2.00

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9. RATES AND CHARGES (cont'd)9.4 Directory Services

9.4.1 Directory Assistance

Direct-Dial - Local DA	\$ 0.45
Direct-Dial - National DA	\$ 1.00
Operator Dial - Local DA	\$ 0.45
Directory Assistance Call Completion	\$ 0.35

9.4.2 Directory Listings

Additional Listings	\$ 1.00
Alternate Listing	\$ 1.00
Non-Published Listing	\$ 1.00
Non-Listed Service	\$ 1.00
Foreign Listing	\$ 1.00
Extra Line Listing	\$ 1.00
Bold Directory Listing	\$ 1.00

9.4.3 Local Operator Services

Station-to-Station	\$ 1.00
Person-to-Person	\$ 2.50

9.4.4 Blocking Services

900 and 700 Blocking (Business up to 200 lines)	\$ 5.00
900, 971, 974 and 700 Blocking (Business up to 200 lines)	\$ 5.00
3 rd Number Billed & Collect Call Restriction (Business up to 200 lines)	\$10.00
Toll Restriction (Business up to 200 lines)	\$10.00
Toll Restriction Plus (Business up to 200 lines)	\$10.00
Direct Inward Dialing (DID) Blocking (3 rd Party and Collect Call)	
Initial Activation	\$25.00
Subsequent Activation (per line)	\$10.00

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9. RATES AND CHARGES (cont'd)9.5 Business Network Switched Services

9.5.1 Business Access Service Options (Resale)

A. Message Rate

Basic Business Line Service with Touch Tone (Single Line Access Area D)	\$20.48
Basic Business Line Service with Touch Tone (Multi-Line with Hunting Access Area D)	\$23.81
PBX Trunk with Touch Tone (Access Area D)	\$23.81
Per Message Charge - In Addition to Access Line (After 73 Message Call Allowance)	\$ 0.08

B. Reserved for Future Use

C. Reserved for Future Use

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9. RATES AND CHARGES (cont'd)

9.5 Business Network Switched Services (cont'd)

9.5.1 Business Access Service Options (Resale)(cont'd)

D. Reserved for Future Use

E. Reserved for Future Use

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Revised Tariff Pages

Attached is a copy of American Broadband and Telecommunications Company's revised P.U.C.O. Tariff No 1.

TITLE SHEET

EXCHANGE SERVICES TARIFF

03-1196-TP-ACE

Descriptions, Regulations, Rates and Charges applicable to services furnished by American Broadband and Telecommunications Company ("American Broadband" or "Company"), including dedicated line and message services and switched exchange services for locations served to and from points in the State of Ohio.

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American Broadband and Telecommunications Company
104 North Summit Street, Floor 3, Toledo, Ohio 43604

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EXPLANATION OF SYMBOLS

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

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

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APPLICATION OF TARIFF

This tariff applies to service offerings provided by American Broadband and Telecommunications Company.

With respect to local service, the Company provides service to customers in those areas served by a facilities-based carrier with which the Company has executed an interconnection agreement.

The list provided below is where Company will be offering resold service through an approved interconnection agreement with Ameritech.

Clark
Columbiana
Coshocton
Cuyahoga
Fairfield
Fayette
Franklin
Gallia
Greene
Highland
Lake
Lawrence
Lucas
Madison
Mahoning
Monroe
Montgomery
Muskingum
Perry
Portage
Preble
Stark
Summit
Trumbull
Washington

Additional counties will be added as new interconnection agreements are reached.

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1. DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Services: The Company's intrastate telephone services offered pursuant to this tariff.

Access Service Request ("ASR"): The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed ASR, the Company will then request the Customer to submit one.

Account Codes: For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required for special construction before the start of service.

Association Customer: An organized group of individual customers with which Company reaches agreement to provide service to both the association and its members.

Authorized User: The term, authorized user, denotes a person, firm or corporation who is authorized by the customer to utilize the Company.

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Basic Local Exchange Services: Means the end user and carrier access to and usage of telephone Company-provided facilities that enable customers, over a local exchange telephone company network operated within a local service area, to originate and receive voice grade, data, or image communications and to access interexchange or other networks. Resellers and/or rebillers of basic local exchange service are local exchange carriers since they provide basic local exchange services consistent with this definition.

Bit: The smallest unit of information in the binary system of notation.

Business Line: A communication service provided by a telephone operating company which allows a subscriber of Company access to the telephone dial network.

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1. **DEFINITIONS (cont'd)**

Central Office End: The term "Central Office End" denotes that end of a foreign exchange channel at which subscriber has a dial access to a telephone company central office.

Channel: The term "Channel" denotes a path for electrical transmission between two or more points, the path having a bandwidth and termination of subscriber's own choosing.

Closed End: The term "Closed End" refers to the termination point where the Dedicated Access Line described in Section 3.2 hereof is located.

Communications Services: The Company's intrastate toll and local exchange telephone services offered for both intraLATA and interLATA use.

Company: American Broadband and Telecommunications Company also referred to as "American Broadband".

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Daytime: The term "Daytime" denotes 8:00 a.m. to, but not including, 5:00 p.m. local time at the originating terminal on Monday through Friday, excluding Company recognized national holidays.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

Dial Pulse ("DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial ("DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial ("DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Distant City: The term "Distant City" refers to a Company termination point opposite a Closed End.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

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1. **DEFINITIONS (cont'd)**

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

Evening: The term "Evening" denotes 5:00 p.m. but not including 11:00 p.m. local time at the originating terminal on Sunday through Friday and anytime on Company recognized national holidays except when a lower rate would normally apply.

Exchange: Means a geographical service area established by an incumbent local exchange carrier and approved by the Commission, which usually embraces a city, town, or village and a designated surrounding or adjacent area. It typically encompasses one or more central offices, together with the associated plant used in furnishing telecommunications service to the general public. There are currently 748 exchanges in the state.

Exchange Area: The term "Exchange Area" denotes a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone companies hold themselves out to provide communications service.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

American Broadband and Telecommunications Company: American Broadband and Telecommunications Company, the issuer of this tariff, also referred to as "Company".

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Holidays: Company recognized national holidays are New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Hunting: Routes a call to an idle Station line in a prearranged group when the called station line is busy.

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1. DEFINITIONS (cont'd)

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Intercity Mileage: The term "Intercity Mileage" denotes the mileage, measured as the shortest distance between any two of the carrier's network terminal offices using the Telephone Industry Standard Rate Centers ("V" & "H") associated with the said carrier's offices.

Inward WATS Extension Service: The term "Inward WATS Extension Service" refers to an incoming service offered to customers who elect to have all of their calls routed to a specific number. Customers can select any previously unused seven digit number in place of an access code, and Company will route their calls to the dedicated phone number provided by the number in his application for Inward WATS Extension Service. (The dedicated number is supplied to the customer by his local exchange company).

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Calling Area: Unless otherwise specified, local calling area for the Company shall be the same as the local calling area established by the LEC in the area where service is being provided.

Local Exchange Carrier ("LEC"): Means any facilities-based and nonfacilities-based, ILECs and NECs which provide basic local exchange services to consumers on a common carrier basis. Such term does not include and entity insofar as such entity is engaged in the provision of a commercial mobile service under Section 47 U.S.C. 332(C), except to the extent that the FCC finds that such service should be included in the definition of such term.

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence ("MPOP"): The main telephone closet in the Customer's building.

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

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1. DEFINITIONS (cont'd)

Nighttime: The term "Nighttime" denotes 11:00 p.m. to but not including 8:00 a.m. local time at the originating terminal Monday through Friday, anytime on Saturday, and all day Sunday except 5:00 p.m. to 11:00 p.m.

Nonfacilities-Based Local Exchange Carrier: Any person, firm, copartnership, voluntary association, joint-stock association, company, or corporation that does not own, operate, manage, or control plant or equipment but that is in the business of reselling basic local exchange service to consumers on a common carrier basis.

Non-Recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Normal Work Hours: The term "Normal Work Hours" denotes the time after 8:00 a.m. and before 5:00 p.m. Monday through Friday excluding Company recognized holidays.

("NPA"): Numbering plan area or area code.

Off-Net: A means for carrying traffic to or from the Customer's premises, where the Company leases Other Telephone Company's facilities to deliver traffic to Customer location. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

On-Net: A means for carrying traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using only Company-owned fiber. On-Net traffic is delivered to Customer exclusively over facilities of the Company.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Operator Services: Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Services.

Other Common Carrier ("OCC"): The term "Other Common Carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

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1. **DEFINITIONS (cont'd)**

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, called station, or a designated third-party station.

Point of Presence ("POP"): Point of Presence

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

Rapid-Dial: The term "Rapid-Dial" refers to a dial-up service option where Company supplies or arranges for the supply of a network accessing dialer so that a customer dials all phone numbers as if the Company network were not to be involved.

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

Regular Billing: The term "Regular Billing" denotes a standard bill sent in the normal monthly Company billing cycle. This billing consists of one bill for each account assigned to the customer with explanatory detail showing the derivation of the charges.

Resp. Org.: "Resp. Org." is the responsible organization designated by the customer as the long distance carrier it wishes to have control any 800 number to which the customer is entitled.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange line.

1. DEFINITIONS (cont'd)

Special Billing Arrangement: The term "Special Billing Arrangement" denotes an arrangement under which Company will at the request of a customer, provide additional billing functions such as separate breakdowns of overall total billing into sub-bills to facilitate customer's internal accounting procedures.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Subscriber End: The term "Subscriber End" denotes that end of a foreign exchange channel at which a customer is connected by a local distribution facility to Company's network terminal office.

Subscriber Terminal: The term "Subscriber Terminal" denotes the termination of the Company, DAL at the customer's premises.

Switch: The term "Switch" denotes an electronic device which is used to provide circuit sharing, routing, and control.

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

Third Number Billing: Calls where the person originating the call specifies to a telephone company operator to bill the call to an authorized station, as determined by the Telephone Company, other than the station originating the call, or the station where the call is terminated.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Time Charges: As an add-on service to the operator, time and charges for the call will be provided to the caller when the called party disconnects.

Traditional Operator Services: Traditional Operator Services are those services provided by the carrier in which the end user has a customer relationship with the carrier, contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator assisted calls.

Transparent Access: As used by Company, transparent access means that users access the Company network as they would AT&T with 1+ Area Code and number called only, omitting both the access and security code numbers in their manual dialing routine.

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1. DEFINITIONS (cont'd)

Travel Access: Travel Access to the Company network can be utilized whenever a customer is at a location that cannot access a Company switch site on a toll free basis. Company Travel Access feature uses interconnect agreements and 800 lines to access the Company network from any of the lower 48 states, Puerto Rico, and/or the Virgin Islands.

Travel Access utilization is exactly the same as local network utilization with respect to procedures. Rates for Travel Access service vary from dial-up service only in per minute rate. (See Section 3.5). Usage charges for Travel Access are rounded to the next highest minute.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Universal Termination WATS (UTW): This is a Company service offering where customers pay one rate per minute per call, regardless of the distance being called. UTW billing is not mileage sensitive but all other Dial-Up regulations apply.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, Joint User, or any other person authorize by a Customer to use service provided under this tariff.

Zero "Negative" ("O-"): The Customer dials only "0" and all additional network functions are performed by the operator.

Zero Plus Mechanized ("0+"): Operator assistance utilizing a machine instead of a live operator. Interaction requires the caller to use a touch tone telephone.

Zero Plus Time Out ("0+"): A "0+" mechanized feature that allows people without a touch tone telephone to revert to a live operator.

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2. RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company is a local reseller providing intercity telecommunications service for transmission of voice, data, facsimile, and their special service on a switched and dedicated basis. Company stands ready to provide technical assistance to the customer to the extent of properly matching the customer's equipment with that of the Company, in order to help him meet the customer's requirements for interexchange or local communications service.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this tariff is subject to the availability of facilities the Company must obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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2. RULES AND REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.3 Terms and Conditions**

- A. Service to business Customers is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company; for example, equipment lease documentation.
- C. In reference to business Customers, and except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards ("MTSS") as set forth in Ohio Administrative Code Chapter 4901:1-5. These safeguards can be found in the Appendix to Ohio Administrative Code Rule 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. (T)
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- E. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

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2. RULES AND REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.3 Terms and Conditions (cont'd)**

- F.** Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H.** The Company hereby reserves its rights to establish service packages specific to a particular business Customer. These contracts may or may not be associated with volume and/or term discounts.

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2. RULES AND REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.4 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed, and will include such interest as might be required by Commission rules.

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2. RULES AND REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.4 Limitations on Liability (cont'd)**

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- 1) Any act or omission of: (A. the Customer, (B. any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (C. common carriers or warehousemen, except as contracted by the Company;
 - 2) Any unlawful or unauthorized use of the Company's facilities and services;
 - 3) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
- E. In compliance with MTSS Rule 16, the Company's liability for any service or performance failure caused by civil commotion, strike, lockout, work stoppage or other labor difficulty; or any terrorist activity or other criminal acts; shall be governed by the Commission's rules and regulations.

2. RULES AND REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.4 Limitations on Liability (cont'd)****D. (cont'd)**

- 5) Breach in the privacy or security of communications transmitted over time Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A. of this Subsection 2.1.4.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any noncompletion of calls due to network busy conditions;
- 10) Any calls not actually attempted to be completed during any period that service is unavailable; and
- 11) Any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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2. RULES AND REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.4 Limitations on Liability (cont'd)**

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- H. Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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2. RULES AND REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

2. RULES AND REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.6 Provision of Equipment and Facilities (cont'd)**

- D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to (the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- 1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; and
 - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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2. RULES AND REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. Company will supply Customer with an estimate before any work begins.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- 1) where facilities other than cable pairs are not presently available, and there is no other requirement for the facilities so constructed;
- 2) of a type other than that which the Company would normally utilize in the furnishing of its services;
- 3) over a route other than that which the Company would normally utilize in the furnishing of its services;
- 4) in a quantity greater than that which the Company would normally construct;

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2. RULES AND REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.8 Special Construction (cont'd)**

- 5) on an expedited basis;
- 6) on a temporary basis until permanent facilities are available;
- 7) involving abnormal costs; and
- 8) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Public Utilities Commission of Ohio's regulations, policies, orders, and decisions.

2. RULES AND REGULATIONS (cont'd)**2.2 Prohibited Uses (cont'd)**

- C. The Company may block any signals being transmitted over its "Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

2.3 Obligations, of the Customer**2.3.1 General**

The Customer shall be responsible for:

- 1) the payment of all applicable charges pursuant to this tariff;
- 2) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

2. RULES AND REGULATIONS (cont'd)**2.3 Obligations of the Customer (cont'd)****2.3.1 General (cont'd)**

- 3) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 4) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- 5) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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2. RULES AND REGULATIONS (cont'd)**2.3 Obligations of the Customer (cont'd)****2.3.1 General (cont'd)**

- 6) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 7) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- 8) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes; and
- 9) Company shall be indemnified and held harmless by the customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the channels, against claims for infringement of patents arising from, combining with, or using in connection with, service furnished by Company apparatus and systems of the customer in connection with the service provided by Company.

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2. RULES AND REGULATIONS (cont'd)**2.3 Obligations of the Customer (cont'd)****2.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2. RULES AND REGULATIONS (cont'd)**2.4 Customer Equipment and Channels****2.4.1 General**

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

2.4.2 Station Equipment

- A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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2. RULES AND REGULATIONS (cont'd)**2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

The Company may require a Customer to make an advance payment for special construction before a specific service or facility is furnished. In general, the advance payment will not exceed an amount equal to the non-recurring charge(s) for special construction for the service or facility. The advance payment will be credited to the Customer's initial bill.

2.5.2 Deposits

- A. All deposits will be handled in accordance with the provisions of the Ohio Administrative Code Rule 4901: 1-17 and the PUCO's Minimum Telephone Service Standards as set forth in Ohio Administrative Code Chapter 4901:1-5. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. (T)
- B. The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.
- C. A deposit may be required in addition to an advance payment
- D. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- E. Deposits held will accrue interest at a rate specified by the PUCO in Ohio Administrative Code Chapter 4901: 1-17, and will be refunded to the customer after twelve consecutive month of payment. (T)

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2. RULES AND REGULATIONS (cont'd)**2.5 Customer Deposits and Advance Payments (cont'd)****2.5.3 Application for Service**

Company will require a customer to sign an application form furnished by Company and to establish his credit as provided in these Regulations, as a condition precedent to the initial establishment for such service. Company's acceptance of an order for service to be provided to an applicant whose credit has not been duly established to the sole and exclusive satisfaction of Company, may be subject to the provisions as described in Section 2.5.2. This application shall state the date on which service is to begin and the points between which service is to be provided, the type of facilities required, and any special arrangements related thereto. Company will also require a signed authorization from a customer for additions to or changes in the existing service of such customer.

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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

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

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2. RULES AND REGULATIONS (cont'd)**2.6 Payment Arrangements (cont'd)****2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. Customer bills will be rendered monthly and will comply with the requirements set forth in Section 4901:1-5-15, Ohio Administrative Code.

- A. Non-recurring charges are due and payable within three (3) months after the date the invoice is mailed to the Customer by the Company. Customer, at its discretion, may spread out over three (3) months payments for local service installation charges.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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2. RULES AND REGULATIONS (cont'd)**2.6 Payment Arrangements (cont'd)****2.6.2 Billing and Collection of Charges (cont'd)**

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within 30 days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F. The Customer should notify the Company of any disputed items on an invoice as soon as possible. Customers desiring to contact the Company may write the Company or call its toll-free Customer Care Center:

American Broadband and Telecommunications Company
7863 Quail Creek Road
Maumee, Ohio 43537

Customer Care Center: 800-747-9297

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction residential and business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.puco.ohio.gov.

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Residential customers may also contact the Ohio Consumers' Counsel (OCC) for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.pickocc.org.

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- G. If service is disconnected by the Company (in accordance with Section 2.6.3 following, and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to all applicable restoration charges.

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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.2 Billing and Collection of Charges (cont'd)

- H. Any denial or disconnection of local or toll service by the Company shall comply with all of the Commission requirements set forth in Section 4901:1-5-J7, Ohio Administrative Code. Local service may only be disconnected for subscriber non-payment of charges for local service regulated by the Public Utilities Commission of Ohio. Local service is defined by the Commission as every regulated service provided by the local service provider other than toll service and 900 and 976-like services.

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2. RULES AND REGULATIONS (cont'd)**2.6 Payment Arrangements (cont'd)****2.6.3 Notice to Company for Cancellation of Service**

Customers receiving special contract service and desiring to terminate such service shall provide the Company thirty (30) days written notice of termination.

2.6.4 Cancellation of Application for Service

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

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

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2. RULES AND REGULATIONS (cont'd)**2.6 Payment Arrangements (cont'd)****2.6.5 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.6 Bad Check Charge

A charge will be assessed for all checks returned by drawee bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

Bad check charges are listed in the Price List Section 9.1.8. The current charge is \$35.00, and the maximum charge is \$55.00.

2.6.7 Credit Worthiness

Service applicants may be required to establish credit worthiness in accordance with the provisions of Ohio Administrative Code Chapters 4901:1-5 and Chapter 4901:1 -17.

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2. RULES AND REGULATIONS (cont'd)**2.7 Cancellation of Service/Termination Liability**

If a business Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, said business Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

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

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2.7.1 Termination Liability

Business Customer's termination liability for cancellation of service shall be equal to:

- 1) All unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- 2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of said business Customer, plus;
- 3) All recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; and
- 4) Minus a reasonable allowance for costs avoided by the Company as a direct result of business Customer's cancellation.

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2. RULES AND REGULATIONS (cont'd)**2.9 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified. Customer is not responsible for fraudulent charges not attributable to the Customer.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network, by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

2. RULES AND REGULATIONS (cont'd)**2.10 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 1) To any subsidiary, parent company or affiliate of the Company;
- 2) Pursuant to any sale or transfer of substantially all the assets of the Company; or
- 3) Pursuant to any financing, merger or reorganization of the Company.

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2. RULES AND REGULATIONS (cont'd)**2.11 Notices and Communications**

- A. The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C. Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2. RULES AND REGULATIONS (cont'd)**2.12 Sales Tax**

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.

2.13 Trouble Shooting at Customer's Premises

A trouble shooting charge is levied to cover the cost to Company, of a visit to the customer's premises to determine what equipment is the cause of a malfunction. This charge applies in cases where Company identifies the trouble to be caused by customer-provided equipment, and is unrelated to any malfunction of Company's service. The charge applies from the time Company personnel are dispatched until the problem is identified.

Where NID is accessible, a charge also applies when the local telephone company at Customer's request, makes the trouble shooting visit to customer's premises and determines that the trouble is caused by customer-provided equipment. The customer will be billed directly by the local telephone company.

The customer may also be responsible for any charges when Company, acting as the customer's agent, requests that the vendor of the customer-provided equipment make a trouble shooting visit of the customer-provided equipment.

The rates applicable shall be those identified in Price List Section 9.1.4.

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2. RULES AND REGULATIONS (cont'd)**2.14 Service Rearrangements**

- A. Any customer wishing to change the type of service arrangement provided is required to give the Company at least 45 days written notice. Such changes will only be effected on the first day of a monthly billing period.
- B. When, at the customer's request, the Company changes the customer's service type or operation mode and these changes require any facility or termination rearrangements by the Company the normal installation charge(s) for that which is rearranged will apply unless a specific charge exists elsewhere in this tariff.
- C. When the local access line and/or associated equipment is moved or rearranged at the customer's request, the normal local access line installation charges will apply.
- D. When the customer requests changes, additions, or deletions to optional features, the normal installation charge for the changed optional feature will apply.
- E. Change of Resp. Org.: If a Customer accumulates more than \$1,000.00 of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

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3. EXCHANGE SERVICE**3.1 Connection Charges****3.1.1 General**

The Connection Charge is a nonrecurring charge which applies to the ordering, installing, moving, changing, rearranging for furnishing telephone services and facilities. Any one or combination of all elements of the connection charges may apply, depending upon the customer's request.

The customer may request an estimate or a firm bid before ordering installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

3.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. The Company may from time to time waive or reduce the charge as part of a promotion. See 4.3.

3.2 Service Order Charge

A service Order Charge applies per customer order, for all work or services ordered to be provided at one time, on the same premises, for the same customer. The maximum charge for this service shall be \$120.00.

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3. EXCHANGE SERVICE (cont'd)3.3 Reserved for Future Use3.4 Restoral Charge

A Restoral Charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of service, as deemed in Section 1 of this Tariff. The maximum charge for this service shall be \$120.00.

3.5 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

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

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

The maximum charge for any of these services shall be \$120.00.

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3. EXCHANGE SERVICE (cont'd)**3.6 Premises Visit****3.6.1 Terms and Conditions**

A Premises Visit Charge app/res per customer order, for all work or services ordered to be provided at one time on the same premises, for the same customer. When more than one visit is required to complete the work as originally ordered, only one Premises Visit Charge applies. A Premises Visit Charge applies to each premises visited for the purposes of any special construction involving installation, removal, reconnection or changing of regulated facilities and to connect a line between different buildings on different premises, whether or not mileage charges are applicable to such lines. The maximum hourly charge shall be \$65.00.

3.6.2 Trouble Isolation Charge

Where NID is accessible, when a visit to the customer's premises is requested to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit. Additional service charges may apply for subsequent services ordered upon Customer approval, in addition to all other charges.

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3. EXCHANGE SERVICE (cont'd)**3.7 Central Office Line Charge**

A Central Office Line Charge applies to arranging line(s) to provide service between the central office and the customer's premises. The maximum charge shall be \$120.00.

3.8 Primary' Interexchange Carrier Change Charge

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service. The maximum charge for the service shall be \$10.00.

3.9 Remote Call Forwarding Service

RCF is a service feature whereby all calls placed to an RCF customer's telephone number (the call forwarding location) are automatically forwarded by Company central office equipment to a designated terminating station of such RCF customer which is located in an exchange area of the Company or another telephone company, RCF is subject to the following regulations:

- 1) RCF service will be provided on any exchange service which can be direct inward dialed except semi-public and public telephone service;
- 2) The service is offered from central offices where the Company has arranged the facilities for RCF and is furnished subject to the availability of facilities;
- 3) One primary directory listing, as appropriate, will be provided without charge for the exchange in which the RCF central office is located;
- 4) Since the grade of transmission on calls which are remotely forwarded may vary, depending upon the location of the calling party in relation to the terminating station, the Company cannot guarantee transmission on forwarded calls;

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3. EXCHANGE SERVICE (cont'd)3.9 Remote Call Forwarding Service (cont'd)

- 5) Each RCF feature allows for forwarding one call at a given time. An additional feature is necessary for each additional call to be forwarded simultaneously. The customer must subscribe to sufficient RCF features and facilities at the terminating station to adequately handle calls without impairing, disrupting or deteriorating services offered by the Company. In the event that the use of RCF causes such impairment, disruption or deterioration, the Company shall have the right to discontinue forthwith such service without prior notification to the customer; and
- 6) The Company will not provide identification of the originating telephone number to an RCF customer.
- 7) The charge for RCF is set forth in Section 9.1.7.

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4. SUPPLEMENTAL SERVICES**4.1 Custom Calling Service****4.1.1 General**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases. Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

The Company may elect to offer a free or reduced rate trial of any new CLASS feature(s) to prospective customers within 90 days of the establishment of the new feature.

4.1.2 Description of Features**A. Three Way Calling/Call Hold**

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a three-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switch-hook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call. The charge for this service is set forth in Section 9.2.1.

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4. SUPPLEMENTAL SERVICES (cont'd)4.1 Custom Calling Service (cont'd)

4.1.2 Description of Features (cont'd)

B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer pre-designated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a customer pre-designated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

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4. SUPPLEMENTAL SERVICES (cont'd)**4.1 Custom Calling Service (cont'd)****4.1.2 Description of Features (cont'd)****C. Call Waiting/Cancel Call Waiting**

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call. The maximum monthly charge for call waiting is \$6.00

D. Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

E. Multiline Hunting

This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group.

4. SUPPLEMENTAL SERVICES (cont'd)**4.1 Custom Calling Service (cont'd)****4.1.2 Description of Features (cont'd)****F. Speed Dialing**

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit), or thirty numbers with two digits can be selected.

G. Repeat Dialing

This feature will enable a customer to reach a called party whose number is busy without having to continually redial the telephone number. The busy number will automatically be dialed, for a 30 minute period, until it becomes available. The caller can make and receive calls during the 30 minute period that the busy number is being dialed. The caller will receive a special ring-back when both numbers are freed for use. The feature can also be used to recall a called party after the conversation has been terminated.

H. Calling Party Number Blocking

Calling Party Number Blocking provides telephone customers with the capability to prevent the disclosure of the calling telephone number on calls made to an exchange service equipped with Caller ID and other Advanced Custom Calling services where the calling party number may be disclosed. Calling Party Number Blocking is available on a per-call basis for semi-public and public customers without charge; and is also available on a per-line basis at a monthly recurring rate. Calling Party Number Blocking is available on a per-service basis. Per-call Calling Party Number Blocking is accomplished by the customer dialing an activation code (*67 for Touch-Tone and 1167 for rotary dial pulse, prior to placing each call for which blocking is desired. Service for which a charge is applicable shall be subject to a maximum monthly charge of \$6.00.

4. SUPPLEMENTAL SERVICES (cont'd)**4.1 Custom Calling Service (cont'd)****4.1.2 Description of Features (cont'd)****I. Anonymous Call Rejection**

Anonymous Call Rejection (ACR) is a service that enables customers the ability to reject calls from parties who have a privacy feature that prevents the delivery of their calling number to the called party when the called party has Caller ID with Name. With ACR the called customer receives no alerting or ringing for a call that is rejected. The call is routed to a denial announcement and subsequently terminated. The calling party hears a denial announcement which indicates the calling party can retry their call after unblocking their number.

J. Auto Call Back/Auto Redial

The Auto Call Back/Auto Redial feature allows a customer to automatically redial the last number dialed, this is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be Automatically Redialed:

- 1) Calls to 800 Service numbers;
- 2) Calls to 900 Service numbers;
- 3) Calls preceded by an interexchange carrier access code;
- 4) International Direct Distance Dialed calls;
- 5) Calls to Directory Assistance; and
- 6) Calls to 9-1-1.

4. SUPPLEMENTAL SERVICES (cont'd)4.1 Custom Calling Service (cont'd)

4.1.2 Description of Features (cont'd)

K. Call Return

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

L. Customer Originated Trace

Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the Company the customer can use this application to combat nuisance calls. The maximum charge for this service shall be \$4.75.

M. Call Screening

This feature provides the customer with the ability to prevent repeated calls from an unwanted caller whose number may or may not be known. The customer receiving the call need only hang up and immediately dial the Call Screening access code which will deny the caller the ability to ring the customer's telephone. In addition, the customer has the ability to create a list of telephone numbers from which the customer may wish to not receive calls. Calls from these telephone numbers will be sent an appropriate announcement indicating that the call cannot be completed because the customer has activated Call Screening.

4. SUPPLEMENTAL SERVICES (cont'd)**4.1 Custom Calling Service (cont'd)****4.1.2 Description of Features (cont'd)****N. Selective Call Screening**

Selective Call Screening is an arrangement designed to restrict certain types of billing from a line which originates a call. The screening is designed to inform the operator services provider about special characteristics associated with the line. Under this arrangement, the operator services provider processes the operator-assisted and/or operator-handled and/or automated operator-assisted originating call so that call will conform to one of the allowable types of billing, which could be those which conform only to billing as collect, billed to a third number, or billed to a calling card.

4.1.3 Rates and Charges

Monthly Rates for these services are located in Section 9.2.1 of this Tariff.

4.2 Service and Promotional Trials**4.2.1 General**

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

4.2.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.

4. SUPPLEMENTAL SERVICES (cont'd)**4.2 Service and Promotional Trials (cont'd)****4.2.2 Regulations (cont'd)**

- B. During a Service Trial, the service(s) is(are) provided automatically to all eligible customers, except those customer who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

4.3 Busy Verification and Interrupt Service**4.3.1 General**

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

4. SUPPLEMENTAL SERVICES (cont'd)**4.3 Busy Verification and Interrupt Service (cont'd)****4.3.2 Rate Application****A. A Verification Charge will apply when:**

- 1) The operator verifies that the line is busy with a call in progress; or**
- 2) The operator verifies that the line is available for incoming calls.**

B. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.**C. No charge will apply when the calling party advises that the call is from an official public emergency agency.****4.3.3 Rates and Charges**

The rates for these services are set forth in Section 9.3.

4. SUPPLEMENTAL SERVICES (cont'd)**4.4 Directory Assistance Service****4.4.1 General**

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

4.4.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code and/or general information requested from the Directory Assistance operator except as follows:

- 1) Calls from coin telephones, including COCOTS;
- 2) Requests for telephone numbers of non-published service;
- 3) Requests in which the Director}' Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit; or
- 4) Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section of this Tariff, up to a maximum of 50 requests per month.

4.4.3 Rates

Unless one of the exceptions listed above applies, the charges set forth in Section 9.4 apply for each request made to the Directory Assistance operator:

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4. SUPPLEMENTAL SERVICES (cont'd)**4.5 Local Operator Service**

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized third party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station-to-station basis or to a specified party (see Person to Person), or designated alternate. An operator assistance charge applies to each call, as set forth in Section 9.4.3.

4.6 Directory Listing

Each Customer shall receive a single directory listing at no charge. Other directory services may be subject to monthly recurring charges as set forth in Section 9.4.2.

An alphabetical directory is an alphabetical list of Customers, joint users and Others for whom directory listings are provided. An alphabetical directory may include the listings for one or more exchange areas.

- A. There are two groups of listings: One group of non-residence listings and one group of listings consisting solely of names of individuals.

"Non-residence primary listings consisting solely of names of individuals will appear in both groups at no charge. Non-residence additional listings consisting solely of names of individuals will appear in both groups without charge for the additional appearance.

Residence primary or additional listings will appear in both groups without charge for the additional appearance, provided that they are indented under non-residence primary or regular additional listings consisting solely of names of individuals.

Non-published number service shall be available at a maximum monthly rate of \$3.00.

4. SUPPLEMENTAL SERVICES (cont'd)**4.6 Directory Listing (cont'd)**

- B. Special prominence or arrangement of names is not permitted, nor is the listing of a service, commodity or trade name except when such service, commodity or trade name is a part of the name under which the listed party is doing business.
- C. The Company will refuse a listing which does not constitute a legally authorized or adopted name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is intended for advertising purposes or to secure a preferential position in the directory, or is more elaborate than is reasonably necessary to identify the listed party.
- D. The length of any listing is limited by the use of abbreviations where, in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired thereby. Where more than one line is required to properly list the party, no additional charge is made.
- E. Listings are regularly provided in connection with exchange service of all classes, grades and types.
- F. Additional listings:
 - (1) Residence additional listings are listings in addition to the primary listing furnished in connection with residence service and may be the names of members of the Customer's family or of other persons residing in the Customer's household.
 - (2) Residence additional listings are also permitted in connection with non-residence service which is located in a residence and for permanent guests residing in a transient hotel, motel, or club, and tenants in an apartment house or apartment hotel.
- G. Duplicate Listings: Duplicate listings (i.e., listings of nicknames, abbreviated names) are permitted when, in the opinion of the Company, they are not desired to secure a preferential position in the directory or for advertising purposes.
- H. Alternate Listings: Listings which refer calling persons to another telephone number.
- I. Foreign Listings: Listings in an alphabetical directory of an exchange other than that in which the listed services furnished are furnished under the provisions applicable to regular additional listings in the directory.

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4. SUPPLEMENTAL SERVICES (cont'd)**4.6 Directory Listing (cont'd)****J. Nonpublished service:**

- (1) Upon receipt of an authorization signed by the Customer, in a form satisfactory to the Company, the name of that Customer and the telephone number assigned to the service furnished to him will be omitted or deleted from the Company's telephone directories and his telephone number will be omitted or deleted from the Company's information records, subject to the provisions set forth below.
- (2) The Company will endeavor to prevent the disclosure of the telephone number, but shall not be liable should such number be divulged through inadvertence, or where the nonpublished service customer calls the enhanced universal emergency telephone number (i.e., 911) to the extent that the originating telephone number, address and name associated with the originating number are furnished to the 911 service Public Service Answering Points.

4.7 Blocking Service**4.7.1 General**

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to business customers;

- 1) 900,700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e., 900-XXX-XXXX) from being placed;
- 2) 900,971,974 & 700 Blocking- allows the subscriber to block all calls beginning with the 900,971, 974 and 700 prefixes from being placed;
- 3) Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base;
- 4) Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it;
- 5) Toll Restriction Plus - provides subscribers with Toll Restriction, as described in part 4 of this section; and
- 6) Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

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4. SUPPLEMENTAL SERVICES (cont'd)

4.7 Blocking Service (cont'd)

4.7.2 Regulations

A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.

B. Blocking Service is available where equipment and facilities permit.

4.7.3 Rates and Charges for these services are set forth in Section 9.4.4.

These charges are in addition to any application connection charges.

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4. SUPPLEMENTAL SERVICES (cont'd)**4.8 Customer Requested Service Suspensions**

At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without charge. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

<u>Period of Suspension</u>	<u>Charge</u>
First Month or Partial Month	Regular Monthly Rate (no reduction)
Each Additional Month (up to the one year limit)	Regular Monthly Rate

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5. BUSINESS NETWORK SWITCHED SERVICES**5.1 General**

Business Network Switched Services provide business customers with a connection to the Company's switching network which enables the customer to:

- 1) Receive calls from other stations on the public switched telephone network;
- 2) Access the Company's local calling service;
- 3) Access the Company's local service; and
- 4) Access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10 XXX).

Business Network Switched Services are provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 3 apply to all service on a one-time basis unless waived pursuant to this Tariff.

5.2 Service Descriptions and Rates

The following Business Access Service Options are offered:

Basic Business Line Service

Basic Business Line Service is offered with message rate local service.

5. BUSINESS NETWORK SWITCHED SERVICES (cont'd)5.2 Service Descriptions and Rates (cont'd)

5.2.1 Basic Business Line Service

A. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a on usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual tone Multi Frequency (DTMF).
Directionality:	Two-Way, In-Only or Out-Only, at the option of the customer

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5. BUSINESS NETWORK SWITCHED SERVICES (cont'd)**5.2 Service Descriptions and Rates (cont'd)****5.2.1 Basic Business Line Service (cont'd)****B. Message Rate Basic Business Line Service****1) Description**

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 8.

C. Recurring and Nonrecurring Charges

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the duration of call during the billing period. Nonrecurring Connection charges apply as described in Section 3 of this Tariff and Recurring charges can be found in Section 9.5 of this Tariff.

Basic business line service shall be subject to a maximum monthly rate of \$42.00.

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6. SPECIAL SERVICES AND PROGRAMS**6.1 Universal Emergency Telephone Number Service**

Universal Emergency Telephone Number Service (9-1-1 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

6.2 Relay Service**6.2.1 General**

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designed for both impaired and non-impaired customers to use.

6.2.2 Regulations

- A. Only intrastate calls can be completed using the Relay Service under the terms and conditions of this Tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the State of Ohio. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

6. SPECIAL SERVICES AND PROGRAMS (cont'd)**6.2 Relay Service (cont'd)****6.2.2 Regulations (cont'd)**

D. The following calls may not be placed through the Relay Service:

- 1) Calls to informational recordings and group bridging service;
- 2) Calls to time or weather recorded messages;
- 3) Station sent paid calls from coin telephones; and
- 4) Operator-handled conference service and other teleconference calls.

6.2.3 Liability

The Company contracts with an outside provider for the provision of this service, the outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of property whatsoever, whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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7. SPECIAL ARRANGEMENTS**7.1 Special Construction****7.1.1 Basis for Charges**

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- 1) Nonrecurring charges;
- 2) Recurring charges;
- 3) Termination liabilities; or
- 4) Combinations of 1), 2) and 3).

7.1.2 Basis for Cost Computation

The costs referred to in 7.1.1 preceding may include one or more of the following items to the extent they are applicable:

- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easements.
- 2) Cost of maintenance;
- 3) Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4) Administration, taxes and uncollectible revenue on the basis of reasonable average cost for these items;
- 5) License preparation, processing and related fees;
- 6) Tariff preparation, processing and related fees;
- 7) Any other identifiable costs related to the facilities provided; or
- 8) An amount for return and contingencies.

7. SPECIAL ARRANGEMENTS (cont'd)**7.1 Special Construction (cont'd)****7.1.3 Termination of Liability for Business Customers**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a business Customer.

A. The period on which the termination liability is based is the estimated service life of the facilities provided.

B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

- a) Equipment and materials provided or used;
- b) Engineering, labor and supervision;
- c) Transportation; and
- d) Rights of way and/or any required easements.

2) License preparation, processing and related fees;

3) Tariff preparation, processing and related fees;

4) Cost of removal and restoration, where appropriate; and

5) Any other identifiable costs related to the specially constructed or rearranged facilities.

C. The termination liability method for calculation the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.3.B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

7. SPECIAL ARRANGEMENTS (cont'd)**7.2 Non-Routine Installation and/or Maintenance**

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply. In all instances, Customer will receive a cost estimate before any work begins.

7.3 Individual Case Basis (ICB) Arrangements

For special situations, subject to Commission review, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the customers.

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8. LOCAL CALLING AREAS**8.1 Exchange Definition**

The Company offers Local Exchange Service within the Ohio Bell Telephone Company (AT&T Ohio), Windstream, Verizon North, United Telephone Company of Ohio dba Embarq territories and concurs in their filed exchange areas and exchange maps.

8.2 Local Calling Area

Each customer shall have the local calling area of the normal exchange in which the customer is located as defined below:

<u>Exchange Area</u>	<u>Exchange Areas in Local Service Area</u>	
	<u>Ohio Bell Telephone</u>	<u>Other Telephone Cost</u>
Alliance	Alliance Atwater Canton* Marlboro Sebring	Damascus - Embarq* N. Benton - Embarq N. Georgetown - Verizon Paris - Verizon
Ashland		Ashland - Verizon Hayesville - Verizon Nova - Verizon Polk - Verizon Red Haw - Verizon Savannah - Verizon Sullivan - Verizon
Athens		Albany - Verizon Amesville - Verizon Athens - Verizon Guysville - Verizon New Marshfield - Verizon Shade - Verizon The Plains - Verizon

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8. LOCAL CALLING AREAS (cont'd)8.2 Local Calling Area (cont'd)

<u>Exchange Area</u>	<u>Exchange Areas in Local Service Area</u>	
	<u>Ohio Bell Telephone</u>	<u>Other Telephone Cost</u>
Bellefontaine		Belle Center - Embarq DeGraff-Embarq East Liberty - Embarq Huntsville - Embarq Ridgeway - Embarq Rushsylvania - Embarq West Liberty - Embarq West Mansfield - Embarq
Bowling Green		Bowling Green - Verizon Cygnet - Verizon Haskings-Tontogany - Verizon Pemberville - Verizon Portage - Verizon Wayne-Bradner - Verizon Weston - Verizon
Canton	Canton Alliance* Canal Fulton* Hartville Louisville Magnolia-Waynesburg Marlboro* Massillon Navarre North Canton	Beach City - Verizon Bolivar - Verizon Carrollton - Verizon* Dellroy-Verizon* Malvern - Verizon Mineral City - Verizon* Minerva - Verizon Paris - Verizon Brewster - Verizon*
Defiance		Arthur- Embarq Ayersville - Embarq Evansport - Embarq Jewell - Embarq Ney - Embarq

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8. LOCAL CALLING AREAS (cont'd)8.2 Local Calling Area (cont'd)

<u>Exchange Area</u>	<u>Exchange Areas in Local Service Area</u>	
	<u>Ohio Bell Telephone</u>	<u>Other Telephone Cost</u>
Findlay	Findlay	Arcadia – Arcadia Arlington – Verizon Benton Ridge – Benton Ridge Bloomdale – Embarq* Carey – Verizon Jenera – Verizon McCornb - Verizon Mount Blanchard - Verizon Mount Cory - Orwell North Baltimore - Verizon* Rawson - Verizon Van Buren - Verizon Vanlue
Fremont	Fremont Lindsey	Bettsville – Verizon Clyde - Verizon* Gibsonburg – Verizon Green Springs – Embarq Helena – Verizon Old Fort – Embarq
Greenville		Ansonia – Embarq Arcanum – Embarq Bradford – Embarq Gettysburg – Embarq Hollansburg – Embarq New Madison – Embarq Rossburg – Embarq Versailles – Embarq
Lancaster	Lancaster Canal Winchester Carroll Rushville Sugar Grove	Amanda – Verizon Baltimore – Verizon Bremen – Verizon Millersport – Verizon Pleasantville – Verizon

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8. LOCAL CALLING AREAS (cont'd)8.2 Local Calling Area (cont'd)

<u>Exchange Area</u>	<u>Exchange Areas in Local Service Area</u>	
	<u>Ohio Bell Telephone</u>	<u>Other Telephone Cost</u>
Lima		Beaverdam – Embarq Buckland – Embarq Cairo – Embarq Cridersville – Embarq Elida – Embarq Gomer – Embarq Lafayette – Embarq Spencerville – Embarq Waynesfield – Embarq Westminster – Embarq Vaughnsville – Embarq
Marietta	Marietta Newport* Belpre* New Matamoras*	Barlow - Verizon Bartlett - Embarq* Beverly - Verizon Dexter City - Verizon* Lowell - Verizon Lower Salem - Verizon Watertown - Verizon Williamstown, W.VA - C&P of W.VA
Marion		Caledonia – Verizon Green Camp – Verizon Harpster – Verizon LaRue – Verizon Marion – Verizon Morril – Verizon Prospect – Verizon Waldo – Verizon
Mansfield		Adario – Embarq Bellville – Embarq Butler- Embarq Lexington – Embarq Lucas – Embarq Shiloh – Embarq Johnsville – Embarq

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8. LOCAL CALLING AREAS (cont'd)8.2 Local Calling Area (cont'd)

<u>Exchange Area</u>	<u>Exchange Areas in Local Service Area</u>	
	<u>Ohio Bell Telephone</u>	<u>Other Telephone Cost</u>
Mt. Vernon		Centerburg -- Embarq Danville -- Embarq Fredericktown -- Embarq Gambier -- Embarq Martinsburg -- Embarq Utica-Homer -- Embarq
Massillon	Massillon Canal Fulton Canton Dalton Navarre North Canton	Beach City -- Verizon Brewster -- Verizon Wilmot -- Verizon
Newark		Alexandria- Windstream Baltimore -- Windstream Cooperdale -- Windstream Croton -- Windstream Dresden -- Windstream Frazeytsburg -- Windstream Fultonham -- Windstream Johnstown -- Windstream Millersport -- Windstream New Albany-Windstream Pataskala -- Windstream Pleasantville -- Windstream Rushville -- Windstream Somerset -- Windstream Thornville -- Windstream
Niles	Niles Girard North Jackson* Youngstown*	Cortland - Embarq* Warren - Embarq

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8. LOCAL CALLING AREAS (cont'd)8.2 Local Calling Area (cont'd)

<u>Exchange Area</u>	<u>Exchange Areas in Local Service Area</u>	
	<u>Ohio Bell Telephone</u>	<u>Other Telephone Cost</u>
North Canton	North Canton Akron* Canal Fulton Canton Greensburg* Hartville Louisville Massillon Uniontown*	(None)
Piqua	Piqua Fletcher-Lena	Bradford - Embarq* Covington - Windstream Troy - Verizon*
Sandusky	Sandusky Bloomingville Castalia	Huron - Verizon Kelley's Island - Verizon Milan-Verizon*
Sidney		Anna - Embarq Botkins - Embarq Fort Loramie - Embarq Jackson Center - Embarq
St. Marys		Celina - Verizon St. Marys - Verizon New Bremen - Verizon

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8. LOCAL CALLING AREAS (cont'd)8.2 Local Calling Area (cont'd)

<u>Exchange Area</u>	<u>Exchange Areas in Local Service Area</u>	
	<u>Ohio Bell Telephone</u>	<u>Other Telephone Cost</u>
Steubenville	Steubenville Mingo Junction Toronto	Amsterdam - Verizon Bergholz - Verizon* Bloomingdale - Western Reserve Brilliant - Verizon Dillonvale-Mt. Pleasant - Verizon* Pollansbee, W.VA - C&P of W.VA Hopedale - Western Reserve* Knoxville - Verizon Richmond - Verizon Smithfield - Verizon Weirton, W.VA - C&P of W.VA Tiltonsville - Verizon*
The Plains		Athens - Verizon The Plains - Verizon
Tiffin	Tiffin New Riegel	Attica - Verizon* Bascom - Bascom Bloomville - Verizon McCutchenville - Sycamore* Melmore - Sycamore Old Fort - Embarq Republic - Verizon Sycamore - Sycamore* Bettsville - Verizon
Warren		Bristolville - Embarq Cortland - Embarq Greene - Embarq Hartford - Embarq Johnston - Embarq Kinsman - Embarq Newton Falls - Embarq Niles - Embarq North Bloomfield - Embarq

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8. LOCAL CALLING AREAS (cont'd)8.2 Local Calling Area (cont'd)Exchange AreaExchange Areas in Local Service Area
Ohio Bell Telephone Other Telephone Cost

Wooster

Apple Creek – Embarq
 Burbank – Embarq
 Congress – Embarq
 Creston – Embarq
 Holmesville – Embarq
 Kidron-Embarq
 Orrville – Embarq
 Shreve – Embarq
 Smithville – Embarq
 Dalton - Embarq

Youngstown

Youngstown
 Canfield
 Columbiana
 East Palestine*
 Girard
 Hubbard
 Leetonia*
 Lowellville
 Niles*
 North Jackson
 North Lima
 New Waterford*
 Salem*
 Sharon*

Lowellville, PA - PA Bell
 Berlin Center - Embarq
 Cortland - Embarq*
 Warren - Embarq*

Zanesville

Zanesville
 Dresden
 Fultonham
 Norwich
 Philo
 Roseville
 New Lexington*

Adamsville - Embarq
 Frazeyburg - Embarq
 Gratiot - Newark

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9. RATES AND CHARGES**9.1 Non-recurring Charges****9.1.1 Service Order Charge**

Business Installation - per line/trunk	\$50.00
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9.1.2 Restoral Charge	\$35.00
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9.1.3 Moves, Adds and Changes Charge	\$35.00
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9.1.4 Premises Visit Charge (Hourly Charge)	\$40.00
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9.1.5 Central Office Line Charge	\$35.00
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9.1.6 Primary Interexchange Carrier Change (PICC) Charge

Single Line	\$ 0.53
Multi Line	\$ 2.75

9.1.7 Remote Call Forwarding	\$16.61
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9.1.8 Bad Check Charge	\$35.00
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9. RATES AND CHARGES (cont'd)**9.2 Supplemental Services****9.2.1 Custom Calling Features**

Three-Way Calling	\$ 3.00
Three-Way Calling - per activation	\$ 0.75
Three-Way Calling Per Activation Monthly Cap	\$ 7.50
Call Forwarding Variable	\$ 3.00
Call Forwarding Busy	\$ 3.00
Call Forwarding Busy Line Don't Answer	\$ 3.00
Call Forwarding Don't Answer	\$ 3.00
Call Waiting/Cancel Call Waiting	\$ 3.00
Distinctive Ringing	\$ 3.00
Multiline Hunting	\$10.00
Speed Dialing - 8 Numbers	\$ 3.00
Speed Dialing - 30 Numbers	\$ 3.00
Repeat Dialing - per activation	\$ 0.65
Repeat Dialing Per Activation Monthly Cap	\$ 6.50
Calling Party Number Blocking (per call)	\$ 0.00
Calling Party Number Blocking (per line)	\$ 3.00
Anonymous Call Rejection	\$ 3.00
Auto Call Back/Auto Redial	\$ 3.00
Call Return - per activation	\$ 0.65
Call Return Per Activation Monthly Cap	\$ 6.50
Call Trace - per call	\$ 2.70
Call Trace Prep Charge	\$ 5.00
Call Screening	\$ 7.20
Selective Call Screening	\$ 4.68

9.3 Busy Verification and Interrupt Service

Busy Line Verification	\$ 1.00
Busy Line Interrupt	\$ 2.00

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9. RATES AND CHARGES (cont'd)9.4 Directory Services

9.4.1 Directory Assistance

Direct-Dial - Local DA	\$ 0.45
Direct-Dial - National DA	\$ 1.00
Operator Dial - Local DA	\$ 0.45
Directory Assistance Call Completion	\$ 0.35

9.4.2 Directory Listings

Additional Listings	\$ 1.00
Alternate Listing	\$ 1.00
Non-Published Listing	\$ 1.00
Non-Listed Service	\$ 1.00
Foreign Listing	\$ 1.00
Extra Line Listing	\$ 1.00
Bold Directory Listing	\$ 1.00

9.4.3 Local Operator Services

Station-to-Station	\$ 1.00
Person-to-Person	\$ 2.50

9.4.4 Blocking Services

900 and 700 Blocking (Business up to 200 lines)	\$ 5.00
900, 971, 974 and 700 Blocking (Business up to 200 lines)	\$ 5.00
3rd Number Billed & Collect Call Restriction (Business up to 200 lines)	\$10.00
Toll Restriction (Business up to 200 lines)	\$10.00
Toll Restriction Plus (Business up to 200 lines)	\$10.00
Direct Inward Dialing (DID) Blocking (3rd Party and Collect Call)	
Initial Activation	\$25.00
Subsequent Activation (per line)	\$10.00

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9. RATES AND CHARGES (cont'd)

9.5 Business Network Switched Services

9.5.1 Business Access Service Options (Resale)

A. Message Rate

Basic Business Line Service with Touch Tone (Single Line Access Area D)	\$20.48
Basic Business Line Service with Touch Tone (Multi-Line with Hunting Access Area D)	\$23.81

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Case No. 09-40-TP-ATA
American Broadband and Telecommunications Company
P.U.C.O. No. 1 Tariff

Narrative of Tariff Change

<u>Old Page(s)</u>	<u>New Pages</u>	<u>Remarks</u>
Original Page 1	Original Page 1	No change
Original Page 2	Original Page 2	Delete Allowances for Interruptions in Service and Changed page references
Original Page 3	Original Page 3	Changed page references
Original Pages 4 – 6	Original Pages 4 – 6	No change
Original Pages 7 – 11	Original Pages 7 – 11	Deleted definitions which do not apply to basic local.
Original Page 15	Original Page 15	Added Minimum Telephone Service Standards language
Original Page 17	Original Page 17	Deleted reference to MTSS.
Original Page 30	Original Page 30	Revised terms and conditions for Section 2.5.2 Deposits.
Original Page 34	Original Page 34	Updated PUCO and OCC contact information in Section 2.6.2 F
Original Page 36	Original Page 36	Deleted Section 2.6.3 Discontinuance of Service for Cause
Original Page 37	Original Page 36	Renumbered Sections
Original Page 38	Original Page 37	Revise text in 2.6.7 Credit Worthiness
Original Pages 38 – 40		Delete Section 2.7 Allowances and Billing Adjustments for Interruptions in Service
Original Page 41	Original Page 38	Adds required termination of liability language
Original Pages 42 – 65	Original Page 39 – 62	Pages renumbered
Original Page 66		Deleted page
Original Page 67	Original Page 63	No change
Original Page 68	Original Page 64	Deleted references to PBX
Original Page 69	Original Page 65	Deleted first paragraph

<u>Old Page(s)</u>	<u>New Pages</u>	<u>Remarks</u>
Original Page 70	Original Page 66	No change
Original Pages 71 – 72		Deleted Section 5.2.2 PBX Trunk Service
Original Pages 73 – 85	Original Page 67 – 79	No change
Original Page 86		Deleted page
Original Pages 87 - 89	Original Pages 80 – 82	No change
Original Page 90	Original Page 83	Deleted rates for PBX Trunk and Per Message Charge; Deleted Sections B and C
Original Page 91		Deleted page

NOTES:

All pages have been designated "Original" per conversation with Staff.

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

A complete listing of American Broadband and Telecommunications Company's terms, conditions, services and price list ("Customer Guide") is posted on American Broadband and Telecommunications Company's web site. American Broadband and Telecommunications Company customers can access the Customer Guide at www.ambt.net/tariffs.htm.

Customer Notice

A copy of American Broadband and Telecommunications Company's customer notice is attached.

RESIDENTIAL CUSTOMER NOTICE

December 21, 2008:

Dear Valued Customer,

Beginning on January 12, 2009, the prices, service descriptions, and the terms and conditions for long distance services that you are provided by American Broadband & Telecommunications will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. American Broadband & Telecommunications must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at www.ambt.net or you can request a copy of this information by contacting the company at:

104 N. Summit St., 3rd Floor
Toledo, OH 43604
1-866-765-2628

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

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

If you have any questions about this matter, please call American Broadband & Telecommunications at the toll free number 866-765-2628 or visit us at www.ambt.net. You may also visit the consumer information page on the PUCO's website at puco.ohio.gov for further information.

Sincerely,
American Broadband & Telecommunications

COMMERCIAL CUSTOMER NOTICE

December 21, 2008

Dear Valued Business Customer,

Beginning on January 12, 2009 the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by American Broadband & Telecommunications will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. American Broadband & Telecommunications must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at www.ambt.net or you can request a copy of this information by contacting the company at:

104 N. Summit St., 3rd Floor
Toledo, OH 43604
1-866-765-2628

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 us at the toll free number 866-765-2628 or visit us at www.ambt.net

Sincerely,

American Broadband & Telecommunications

Customer Notice Affidavit

A copy of American Broadband and Telecommunications Company's Customer Notice Affidavit is attached.

CUSTOMER NOTICE AFFIDAVIT

STATE OF: OHIO
SS:
COUNTY OF: LUCAS

AFFIDAVIT

I, Jeffrey Ansted, am an authorized agent of the applicant corporation, American Broadband & Telecommunications, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through USPS on 12/21/08 through 1/5/09, 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 1-5-09 550 N. Summit Tol Oh 43604
(Date) (Location)

/s/ [Signature], PRESIDENT 1/6/2009
(Signature and Title) (Date)

Subscribed and sworn to before me this 1-5-2009
(Date)



TERRI LYNN ELLIS
Notary Public, State of Ohio
My Commission Expires
August 3, 2011

[Signature]
Notary Public
My Commission Expires: