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11-1378-TPATA

Ms. Renee Jenkins, Commission Secretary  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 13<sup>th</sup> Floor  
Columbus, Ohio 43215-3793

RE: Verizon Long Distance LLC  
Tariff Docket No. 90-5680-CT-TRF  
Detariffing of P.U.C.O. Tariff No. 3 in Case No. 10-1010-TP-ORD

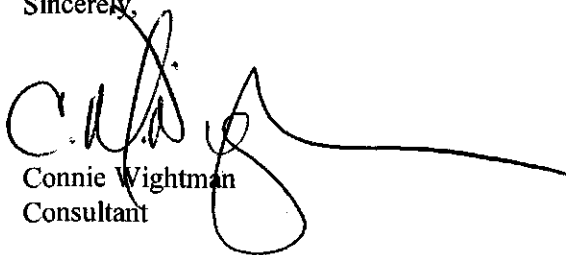
Dear Ms. Jenkins:

Enclosed for filing please find one original and ten (10) copies of the Telecommunications Retail Service Offering Form for Non-BLES Carriers and the Telecommunications Application Form for Detariffing and Related Actions per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD. The Company respectfully requests an effective date of April 19, 2011.

The Company is requesting complete withdrawal of their P.U.C.O. Tariff No. 3. In April 2008 the Company detariffed all services other than Operator Services. With this application the Company is requesting detariffing of Operator Services and withdrawal of P.U.C.O. Tariff No. 3 in its entirety. Customer notice is not applicable, as the Company provided notice at the time of the original detariff filing.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3002 or via e-mail at [cwrightman@tminc.com](mailto:cwrightman@tminc.com). Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose. Thank you for your assistance.

Sincerely,



Connie Wightman  
Consultant

CW/lw

Enclosures

file: VLD - OH  
tms: OH01101

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 Am Date Processed 3/21/11

*The Public Utilities Commission of Ohio*

**TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM**

**For Non-BLES Carriers**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**

**(Effective: 01/20/2011)**

Company Name Verizon Long Distance LLC

Company Address One Verizon Way, Mailcode: VC32W545, Basking Ridge, New Jersey 07920

Company Web Address www.verizonldregulatory.com

Regulatory Contact Person Ms. Cheryl Capps Phone 703-886-7768 Fax \_\_\_\_\_

Regulatory Contact Person's Email Address cheryl.capps@verizon.com

Contact Person for Annual Report Ms. Joan Engler Phone 908-559-2366 Fax 908-766-3576

Consumer Contact Information Ms. Carmen McMillan Phone 888-483-7770 Fax 972-719-7778

TRF Docket No. 90-5680-CT-TRF

**I. Company Type (Check all applicable):**

☐ Non-BLES CLEC ☒ IXC ☐ Other (explain) \_\_\_\_\_

**II. Services offered (Check all applicable):**

- ☒ Toll services (intrastate)
- ☐ Local Exchange Service (i.e., residential or business bundles)
- ☒ Other (explain) Operator Services offered to presubscribed residential Customers only, not to aggregators.

**III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):**

- ☐ Toll Presubscription
- ☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)\*
- ☐ N-1-1 Service
- ☐ Pole Attachment and Conduit Occupancy
- ☐ Pay Telephone Access Lines
- ☐ Inmate Operator Service
- ☐ Telephone Relay Service

\*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

**Part IV. – Attestation**

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

---

I am an officer/agent of the carrier/telephone company, Edward L. Googe, and am authorized to make statements on it behalf.  
(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance 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.



Edward L. Googe, President-Verizon Long Distance LLC

3-17-11

(Date)

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD  
(Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of  
Verizon Long Distance LLC  
to Detariff Services and make other changes related to the  
Implementation of Case No. 10-1010-TP-ORD

TRF Docket No. 90-5680-CT-TRF

Case No. 11-1378 TP - ATA

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

Name of Registrant(s): Verizon Long Distance LLC

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s): One Verizon Way, Mailcode: VC32W545, Basking Ridge, New Jersey, 07920

Company Web Address: www.verizonldregulatory.com

Regulatory Contact Person(s): Ms. Cheryl Capps

Phone: 703-886-7768 Fax: \_\_\_\_\_

Regulatory Contact Person's Email Address: cheryl.capps@verizon.com

Contact Person for Annual Report: Ms. Joan Engler

Phone: 908-559-2366

Address (if different from above) \_\_\_\_\_

Consumer Contact Information: Ms. Carmen McMillan

Phone 888-483-7770

Address (if different from above) 600 Hidden Ridge, MC HQE04D35, Irving, TX 75038

**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 type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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	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	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input checked="" type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

**Part III. – Attestation**

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

**AFFIDAVIT**

***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, Edward L. Googe  
(Name)

and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, 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) 3-17-11

at (Location) Basking Ridge, NJ.

Edward L. Googe  
(Signature and Title) Edward L. Googe, President

(Date) 3-17-11

- 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, Edward L. Googe,

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.

Edward L. Googe  
(Signature and Title) Edward L. Googe, President

3-17-11  
(Date)

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

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

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

***Or***

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

# **EXHIBIT A**

**EXISTING AFFECTED TARIFF PAGES**

**This tariff, Verizon Long Distance LLC, P.U.C.O. Tariff No. 3, replaces in its entirety Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance P.U.C.O. Tariff No. 2, currently on file with the Commission.**

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**TITLE SHEET**

**P.U.C.O. Tariff No. 3**

**VERIZON LONG DISTANCE LLC**

**90-5680-CT-TRF**

**Case No. 96-245-CT-ACE**

**Resale Telecommunications Services**

**Page Reference**

**Operator Services**

**26**

**Promotions**

**28**

**This Tariff describes the Company's Regulated Service Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901"1-06-05(g)).**

**The Customer may view the Price List of Detariffed / Nonregulated Services not included in this tariff on the Company's website at: [www.verizonldregulatory.com](http://www.verizonldregulatory.com)**

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**Issued: February 18, 2009**

**Effective: February 18, 2009**

**Issued By: Vincent J. Woodbury, President  
Verizon Long Distance LLC  
1320 N. Courthouse Road, 6th Floor  
Arlington, Virginia 22201**

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**CHECK SHEET**

Sheets of this tariff indicated below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original	*	26	Original	*		
1	Original	*	27	Original	*		
2	Original	*	28	Original	*		
3	Original	*					
4	Original	*					
5	Original	*					
6	Original	*					
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17	Original	*					
18	Original	*					
19	Original	*					
20	Original	*					
21	Original	*					
22	Original	*					
23	Original	*					
24	Original	*					
25	Original	*					

\* - indicates those pages included with this filing

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Issued: February 18, 2009

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of intrastate, interexchange resale common carrier communications service by Verizon Long Distance LLC within the State of Ohio.

**SYMBOLS**

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

**C** - Changed regulation.

**D** - Delete or discontinue.

**I** - Change Resulting in an increase to a Customer's bill.

**M** - Moved from another tariff location.

**N** - New

**R** - Change resulting in a reduction to a Customer's bill.

**T** - Change in text or regulation.

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**TARIFF FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the PUCO, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the PUCO.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**The following definitions are applicable to this tariff:**

**Access Line** - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company or its underlying carrier.

**Account** - The Customer who has agreed, orally or in writing, to honor the terms of service established by the Company. An Account may have more than one service billed to the same Customer address. An Account may include multiple locations for the same Customer.

**Aggregator** - Any person or other legal entity that may be a Customer and, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for telephone calls using a provider of operator services.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to identify the caller and validate the caller's authorization to use the services provided and to identify the Customer for billing purposes. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

**Business Customer** - For the purpose of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes. A Business Customer is also a Customer who accesses the Company's service using an access line that has been assigned a business class of service by the local service provider.

**Calling Card Call** - A Calling Card Call is an operator assisted or automated call placed by a Customer where the call charges are billed to a local telephone company issued authorization code rather than to the originating or terminating telephone number.

**Collect Call** - A billing arrangement by which the charges for a call may be billed to the called party, provided the called party agrees to accept the charges.

**Commission** - The Public Utilities Commission of Ohio.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)**

**Company** - Verizon Long Distance LLC, unless stated otherwise.

**Company's Point of Presence** - Location of the serving central office associated with access to the Company's or its underlying carrier's network.

**Customer** - Any person, firm, partnership, corporation or other entity which subscribes to or uses service under the terms and conditions of this tariff. The Customer is responsible for the payment of charges for service offered by the Company which are subscribed to or used by the Customer. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes.

**Equal Access** - The ability of the Company to serve Customers on a presubscribed basis rather than through the use of dial access codes.

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

**Joint Offer Card** - A Travel Card service that is available to Customers who are also customers of another carrier which has a pre-existing arrangement with the Company for completion of some or all calls billed to that carrier's calling card.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

**LEC** - Local Exchange Company

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)**

**Operator Station Call** - A service whereby the Customer places a non-Person to Person call with the assistance of an operator (live or automated.)

**Person to Person Call** - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

**PUCO** - The Public Utilities Commission of Ohio.

**Residential Customer** - For the purpose of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling unit. A Residential Customer is also a Customer who accesses the Company's service using an access line that has not been assigned a business class of service by the local service provider.

**Sub-Minute Rating** - Consists of an initial period rated at the appropriate initial period rate. Each increment thereafter is rated at the appropriate additional period rate which is less than one full minute.

**Switched Access** - A method for reaching the Company through the local service provider's switched network whereby the Customer uses standard business or residential local lines.

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

**Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

**Travel Card** - A proprietary calling card offered by Verizon Long Distance LLC which is used by dialing a Company-provided access number or via a line presubscribed to VLD services. See also Joint Offer Card.

**VLD** - Used throughout this rate sheet to mean Verizon Long Distance LLC unless clearly indicated otherwise by the text.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of VLD

The Company is subject to the Commission's rules for Minimum Telephone Standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4909:1-5-03 of the Administrative Code.

The Company's service is furnished to Customers for communications originating and terminating within the State of Ohio under the terms of this tariff. The Company's service is available twenty-four hours per day, seven days per week.

Travel Card services will be provided within other states, between this state and other states, and between other states only where the Company has all necessary authorizations from the Federal Communications Commission and the applicable state commission. Interstate Travel Card services will be provided under tariffs filed with the FCC. Travel Card services furnished within other states will be provided under tariffs filed with such other states or prevailing terms where tariffs are not required by applicable law.

Where network facilities and billing systems permit, the Company will block casual dialing.

Service may be terminated to the Customer, pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.

### 2.2 Use of Service

2.2.1 Service may be used for any lawful purpose for which it is technically suited.

2.2.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company or its underlying carrier, as appropriate.

2.2.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.3 Limitations of Service**

- 2.3.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** The Company reserves the right to refuse to process Third Party Billed calls when the billed party and/or standard validation techniques do not confirm acceptance, or based on characteristics of the originating location.
- 2.3.5** The Company reserves the right to refuse to process Travel Card billed calls when authorization for use of the card cannot be validated or to prevent the unlawful use of service.
- 2.3.6** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.7** Service is offered subject to restrictions imposed upon the Company by any authority having authority over the Company's provision of service.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.4 Assignment or Transfer**

The Customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

**2.5 Liabilities of Company**

**2.5.1** Except in cases of gross negligence or willful misconduct by the Company, the liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

**2.5.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

**2.5.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission.

**2.5.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with state and federal laws.

**2.5.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, servants, employees, or customers, or by facilities or equipment provided by the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.5 Liabilities of Company, (Cont'd.)**

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

**2.6 Liability of the Customer**

The Customer shall indemnify, defend and hold harmless the Company (including the costs of litigation and reasonable attorney's fees) against:

- 2.6.1** Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- 2.6.2** Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- 2.6.3** All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, servants, employees, or customers, in connection with any service or facilities or equipment provided by the Company.

**2.7 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.8 Installation**

No installation at the Customer's Premises is required to use the Company's service. Service is initiated by request of the Customer. The Company may refuse to provision service when the Company cannot verify that the party requesting the Company's service is authorized to request or to change service.

**2.9 Payment for Service**

**2.9.1** Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. Late payment fees for Customers who have their charges billed by an affiliated local exchange company will be the late payment fee applied by the affiliated local exchange company to overdue charges. Customers that are not billed by an affiliated local exchange company may be charged a late payment fee of 1.5% per month, or the maximum amount allowed by law, whichever is lower. The late payment fee will apply to any overdue charges and will begin to accrue no sooner than the 25<sup>th</sup> day after the billing date or as allowed by law.

**2.9.2** The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servants, employees or customers. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**2.9.3** The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via their Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.

**2.9.4** The Company reserves the right to assess a charge of \$20.00, or the maximum amount allowed by law, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

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Issued: February 18, 2009

Effective: February 18, 2009

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.9 Payment for Service, (Cont'd.)**

**2.9.5** The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise.

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

**2.10 Advance Payments**

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months' estimated billing.

**2.11 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence or wrongful act or omission of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer. Interruptions caused by Customer-provided, or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation, every month shall be considered to have 30 days and every day 24 hours. For all Company services no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For services billed on a usage basis, credits will be limited to, at maximum, the price of the call that was in progress at the time of the service interruption.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.12 Discontinuance and Restoration of Service**

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff. All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

**2.12.1** Service may be suspended by the Company, after applicable notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. VLD will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

**2.12.2 Cancellation by the Customer**

The Customer may have service discontinued upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

**2.12.3 Refusal, Suspension or Cancellation by the Company**

- A.** For Nonpayment: The Company, by 10 days notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue. Cancellation of service for nonpayment is subject to early termination liability obligations set forth in this tariff.
- B.** For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.12 Discontinuance and Restoration of Service, (Cont'd.)**

**2.12.3 Refusal, Suspension or Cancellation by the Company, (Cont'd.)**

- C. For Lack of Use: The Company, by written notice to the Customer, may refuse, suspend, or cancel service in the same manner as provided for nonpayment of overdue charges if after three full billing cycles the service has not been used.
- D. For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, after applicable notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction.
- E. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend, or cancel service, without notice, in order to permit the Company to comply with any order or request of any court or governmental authority having jurisdiction.
- F. For unauthorized or unlawful use of Travel Card numbers and Authorization Codes: Travel Card Numbers and Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or Authorization Codes shall result in the immediate refusal, suspension, or cancellation of service without notice.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.12 Discontinuance and Restoration of Service, (Cont'd.)****2.12.4 Notice of Discontinuance**

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated in this tariff, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B. For use of telephone service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- E. For nonpayment of bills, provided that suspension or termination of service shall not be made without 10 days notice to the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.12 Discontinuance and Restoration of Service, (Cont'd.)****2.12.4 Notice of Discontinuance, (Cont'd.)**

- F. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- H. The Company will notify or attempt to notify through any reasonable means the Customer before service is disconnected when the Customer has committed a fraudulent practice as set forth and defined in its tariffs on file with the Commission. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

**2.12.5 Restoration of Service**

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.13 Application for Service**

The Company reserves the right to require Customers to make application(s) for service in writing using forms provided by the Company. Upon acceptance of an application for service by the Company, all applicable provisions in the Company's tariffs, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Requests for additional service and changes to service, upon acceptance by the Company, become a part of the agreement for service, provided that each item of additional service shall be subject to the applicable minimum term of service. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable tariffs of the Company, as amended from time to time, which are lawfully on file. Any change in rates or other tariff provisions which are lawfully made shall be deemed to modify all agreements for service affected by such changes without further notice by Company to the Customer. Customer provision of false information or a failure by the Customer to provide material information in an application for service, either written or verbal, shall be deemed an attempt to avoid payment or to otherwise defraud the Company. In such instances, the Company may terminate, suspend, or refuse service in accordance with this tariff without further obligation or liability to the Customer.

**2.14 Interconnection**

**2.14.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

**2.14.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.14 Interconnection, (Cont'd.)**

**2.14.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

**2.15 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.16 Local Charges and Wireless Air Time Charges**

In certain instances, the Customer may be subject to local exchange company charges or message unit charges or to wireless company air time charges to access the Company's network or to terminate intrastate calls. The Company shall not be responsible for any such charges incurred by the Customer in gaining access to the Company's network.

**2.17 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests, pilot programs, waivers and promotions to demonstrate the ease of use, quality of service and to promote the sale of its services.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.18 Other Rules**

- 2.18.1** VLD reserves the right to validate the credit worthiness of Customers through available verification procedures. Where a travel card code cannot be validated, the Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- 2.18.2** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the PUCO.
- 2.18.3** For demonstration or promotional purposes, services offered to Residential Customers may be provided on a temporary basis over telephone lines designated with a Business class of service or installed in business locations.
- 2.18.4** Demonstration or promotional calls of up to 10 minutes may be offered to existing or prospective Customers to demonstrate new services at no charge to the Customer. Such offerings will be limited to specific locations and dates and may include originating and/or terminating restrictions.
- 2.18.4** Due to billing system limitations, where noted in this tariff, certain billing differences may exist based on the specific system utilized for developing and rendering the Customer's bill.
- 2.18.5** From time to time, the Company may offer complimentary limited use phone cards (total value not to exceed \$100) to potential business or residential Customers who respond to, or are targeted by advertising or marketing campaigns. The Company may also offer complimentary limited use phone cards to existing or returning Customers as an incentive to retain such Customers. The limited use phone card allows users to originate outbound, direct dialed domestic long distance calls via a toll free access number. All calls are rounded to the next higher full minute or unit. The limited use phone card shall expire on the date specified on the card, or in the absence of a physical card, on the date specified on the marketing material accompanying the complimentary calling service offer.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.19 Toll Blocking Rules**

The Company may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

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

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

Toll Blocking is provided pursuant to the Minimum Telephone Service Standards as codified in the Ohio Administrative Code.

When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select the Company as his or her 1+ carrier of choice, the Company may, subject to its tariffed toll deposit policies and the Commission's rules on establishment of service require a deposit for toll service.

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

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

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

**3.1 General**

- 3.1.1 The Company provides telecommunications services between locations within the State of Ohio. The Company's service charges are based upon call duration, time of day rate period, mileage, and/or call type.
- 3.1.2 Presubscribed service is offered from locations served with equal access end offices.
- 3.1.3 The Company's service is available twenty-four hours per day, seven days a week.
- 3.1.4 Unless otherwise specified in the product description in this tariff, services offered include interLATA and intraLATA long distance service where presubscription is available.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)****3.2 Calculation of Distance**

Usage charges for all mileage sensitive services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the applicable rate centers as defined by Telecordia (formerly Bellcore), in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the rate centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

Formula:

$$\sqrt{\frac{(v_1 - v_2)^2 + (h_1 - h_2)^2}{10}}$$

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)**

**3.3 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all station-to-station calls begins when connection is established between calling party and the called party and ends when the calling party hangs up thereby releasing the network connection. If the called party hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the network, or by an operator.
- 3.3.3 Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this tariff.
- 3.3.4 Calls are measured and billed in one minute increments unless otherwise indicated in this tariff. Any partial minute is rounded up to a full minute.
- 3.3.5 There is no billing applied for incomplete calls.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)****3.4 Time-Of-Day Rate Periods****3.4.1 Optional Calling Plans**

Unless otherwise specified in the product description in this tariff, the following time-of-day and day-of-week rate periods are applicable to all optional calling plan calls.

DAY RATE PERIOD 8:00 AM to 5:00\* PM Monday through Friday

EVENING RATE PERIOD 5:00 PM to 11:00\* PM Sunday through Friday

NIGHT/WEEKEND RATE PERIOD 11:00 PM to 8:00\* AM Sunday through Friday, all day Saturday and Sunday until 5:00\* PM

\* to, but not including

Unless otherwise specified in the product description in this tariff, calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs; calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

**Other Rate Periods**

Peak: Daytime Rate Period, per above.

Off Peak: All other days and hours which are not included in Daytime Rate Period above.

Flat: Twenty-four hours per day, seven days a week.

**3.4.2 Long Distance Message Telecommunications Service and Operator Services**

Peak: 7:00 AM - 7:00 PM\*, weekdays

Off-Peak: 7:00 PM - 7:00 AM\*, weekdays and all day on weekends

\* to, but not including

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**SECTION 4 - MISCELLANEOUS SERVICES****4.1 Operator Services**

Operator Services allow Customers and Consumers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

- 4.1.1 Operator services may be used by a Customer and by an Aggregator and their respective Consumers (i.e., patrons, guests, invitees or employees) to complete Operator Station, Person-to-Person, Collect, Third-Party, and/or Calling Card calls.
- 4.1.2 Charges for Operator Assisted Calls include two components: a usage-sensitive component and a fixed per-call service charge based upon the type of operator service provided.
- 4.1.3 The usage-sensitive portion of the charge for an Operator Assisted Call is set forth in Section 4.1.8 below.
- 4.1.4 The fixed per-call service charge portions of the charge for an Operator Assisted Call is set forth in Section 4.1.7.
- 4.1.5 The Company shall not bill the Customer for any surcharges or fees imposed by the Aggregator. With respect to charges imposed by the Aggregator for the use of the telephone, the Aggregator is responsible for charging a flat rate and for posting of the charge in plain view at each telephone.
- 4.1.6 Service may be suspended by the Company, without notice to the Customer or the Aggregator, by blocking traffic to certain countries, cities, or NPA-NXX exchanges, or individual telephone numbers, or by blocking calls using certain Customer Authorization Codes or Calling Cards, when the Company deems it necessary to take such action to prevent unlawful use of service. The Company shall restore service as soon as it can be provided without undue risk, and shall, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated. The Company reserves the right to validate the credit worthiness of Customers through available Calling Card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer or Consumer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

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**SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd.)****4.1 Operator Services, (Cont'd.)****4.1.7 Per Call Service Charges**

The following Per-Call Service Charges apply in addition to the charges specified in Section 4.1.8 Operator Services, and in addition to all other surcharges and fees, when applicable. When more than one service charge applies to the same call, only the higher of the two charges is applied. The following charges apply in all rate periods.

Customer Dialed Calling Card Station	\$0.00
Operator Assisted Calling Card Station	\$2.50
Operator Assisted Station to Station:	\$2.50
Billed Collect:	\$2.50
Billed to Third Party	\$2.50
Operator Assisted Person to Person	\$2.75

**4.1.8 Per Minute Usage Charges**

Calls are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. Partial minutes are rounded up to the next minute.

**A. IntraLATA Usage Rates**

Day		Evening		Night/Weekend	
Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
\$0.3600	\$0.3600	\$0.3600	\$0.3600	\$0.3600	\$0.3600

**B. InterLATA Usage Rates**

Day		Evening		Night/Weekend	
Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
\$0.3600	\$0.3600	\$0.3600	\$0.3600	\$0.3600	\$0.3600

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**SECTION 5 - PROMOTIONS**

**5.1 Promotions - General**

From time to time the Company shall, at its option, offer promotions to stimulate subscription or network usage including, but not limited to, offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will be effective upon filing with the PUCO.

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## **EXHIBIT B**

### **PROPOSED REVISED TARIFF PAGES**

There are no proposed revised tariff pages as the Company has already detariffed all services except Regulations and Operator Services. Operator Services are being detariffed in this application.

## EXHIBIT C

### NARRATIVE SUMMARIZING ALL CHANGES PROPOSED IN THE APPLICATION.

In accordance with Case No. 10-1010-TP-ORD, the Company is requesting complete withdrawal of their P.U.C.O. Tariff No. 3. The Company has already detariffed all services other than the Regulations and Operator Services. In this application the Company is requesting detariffing of Operator Services and withdrawal of P.U.C.O. Tariff No. 3 in its entirety.

## EXHIBIT D

### CUSTOMER NOTICE

Not Applicable

Customer notice is not applicable, as the Company provided notice at the time of the original detariff filing.

## **EXHIBIT E**

### **CUSTOMER NOTICE Affidavit**

**Not Applicable**

**Customer notice is not applicable, as the Company provided notice at the time of the original detariff filing.**