

April 19, 2011 Via Electronic Delivery

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

RE: Network Communications International Corp. Tariff Docket No. 90-5845-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 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 filed on behalf of Network Communications International Corp.

The Company respectively requests an effective date of April 20, 2011.

Any questions regarding this filing may be directed to my attention at (407) 740-3004 or via email to <u>Rnorton@tminc.com</u>.

Sincerely,

Icahi Nata

Robin Norton Consultant to Network Communications International Corp.

RN/lm

cc: Stephanie Jackson, NCIC (cover letter only) file: NCIC - OH tms: OHo1102

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 <u>Network Communications International Corp.</u>
Company Address <u>606 East Magrill Street Longview, Texas 75601</u>
Company Web Address www.ncic.com
Regulatory Contact Person <u>Stephanie Jackson</u> Phone <u>903.757.4455</u> Fax <u>903.247.0765</u>
Regulatory Contact Person's Email Address <u>stephanie.jackson@ncic.com</u>
Contact Person for Annual Report <u>Stephanie Jackson</u> Phone <u>903.757.4455</u> Fax <u>903.247.0765</u>
Consumer Contact Information Stephanie Jackson Phone_903.757.4455 Fax 903.247.0765
TRF Docket No. <u>90-5845-TP-TRF</u>
I. Company Type (Check all applicable):
\Box Non-BLES CLEC \Box IXC \boxtimes Other (explain) <u>AOS & IOS</u>
II. <u>Services offered (Check all applicable):</u>
□ Toll services (intrastate)
 Local Exchange Service (i.e., residential or business bundles)
III. <u>Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages)</u> :
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, <u>Robin Norton, Consultant to Network Communications International Corp.</u>, 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.

(Signature and Title)

April 19, 2011 (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)	
Network Communications International Corp.) TRF Docket No. <u>90-5845-</u>) Case No. <u>11-2575-TP-ATA</u>) NOTE: Unless you have reserved a	<u> </u>
to Detariff Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD	fields BLANK.	
Name of Registrant(s) Network Communications International	Corp	
DBA(s) of Registrant(s) 1800Call4Less		
Address of Registrant(s) 606 East Magrill Street Longview, Te:	<u>xas 75601</u>	
Company Web Address www.ncic.com		
Regulatory Contact Person(s) Stephanie Jackson	Phone: <u>903.757.4455</u>	Fax: 903.247.0765
Regulatory Contact Person's Email Address stephanie.jackson(<u>@ncic.com</u>	
Contact Person for Annual Report Stephanie Jackson		Phone: 903.757.4455
Address (if different from above)		
Consumer Contact Information Stephanie Jackson		Phone: 903.757.4455
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		CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tariffed pursuant to 4901:1-6-11(A); detariffing of all other services		
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)		\boxtimes

Part II – Exhibits

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

Included	Identified As:	Description of Required Exhibit:
	Exhibit A	The existing affected tariff pages.
	Exhibit B	The proposed revised tariff pages.
	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other
		information intended to assist Staff in the review of the Application.
	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule
		4901:1-06-07
	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to
		Customers.

AFFIDAVIT
Compliance with Commission Rules
I am an officer/agent of the applicant corporation, Robin Norton, Consultant to NCIC , and am authorized to make this statement on its behalf. (Name)
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) April 19, 2011 at (Location) Maitland, FL 32751
April 19, 2011
Robin Norton, Consultant to Network Communications International Corp (Date)
• 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, Robin Norton, Consultant to Network Communications International Corp. 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.
Kobi Norta April 19, 2011
Robin Norton, Consultant to Network Communications International Corp.(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, P.U.C.O. Tariff No. 3 filed by Network Communications International Corp. a/k/a 1800Call4Less, cancels and replaces, in its entirety, the current tariff on file with the Commission P.U.C.O. Tariff No. 2, issued by Network Communications International Corp. a/k/a/ Mundo Telecom, a/k/a 1800Call4Less.

TITLE PAGE

NETWORK COMMUNICATIONS INTERNATIONAL CORP. a/k/a 1800Call4Less

90 - 5845 - CT - TRF

RESALE AND ALTERNATIVE OPERATOR ASSISTED TELECOMMUNICATIONS SERVICES

Competitive Telecommunications Services	Page
	Ref.
Resale and Alternative Operator Services	All
Non-Subscriber Service Charge	41.1

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Network Communications International Corp. a/k/a 1800Call4Less within the state of Ohio. This tariff is on file with the Public Utilities Commission of Ohio. Copies may be inspected during normal business hours at the Company's principal place of business.

Effective:

*

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION
Title	Original		29	Original
1	1 st Rev.	*	30	Original
2	Original		31	Original
3	Original		32	Original
4	Original		33	Original
5	Original		34	Original
6	Original		35	Original
7	Original		36	Original
8	Original		37	Original
9	Original		38	Original
10	Original		39	Original
11	Original		40	Original
12	Original		41	Original
13	Original		42	Original
14	Original		43	Original
15	Original		44	1 st Rev.
16	Original		45	Original
17	Original		46	Original
18	Original		47	Original
19	Original		48	Original
20	Original		49	Original
21	Original			
22	Original			
23	Original			
24	Original			
25	Original			
26	Original			
27	Original			
28	Original			

* - indicates those pages included with this filing

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APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Ohio by Network Communications International Corp. subject to the jurisdiction of the Ohio Public Utilities Commission.

SYMBOLS

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

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

TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- **B.** Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the P.U.C.O. For example, the Original Page 14 cancels the Original Page 14.
- C. **Paragraph Numbering Sequence** There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I.

D. Check Sheets - When a tariff filing is made with the P.U.C.O., an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages 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 page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.)

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

1800Call4Less - Refers to the marketing name under which specified services are provided in this tariff.

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

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

Aggregator - Any person, excluding local exchange carriers and cellular service providers, that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Alternative Operator Services - Alternative Operator Services are those services provided by the Company in which the Customer and the end user are totally separate entities. The Company contracts with the Customer to provide the alternative operator services; however, the Company does not directly contract with the end user to provide the services even though it is the end user who actually pays for the processing of the operator assisted calls.

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

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

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

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Travel Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Travel Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the telephone used to originate the intrastate call.

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

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

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

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

Company - Depending on the service provided as specified in this tariff, the term Company refers to NCIC or 1800Call4Less.

Credit Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a credit commercial card, such as Visa or MasterCard.

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

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

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

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

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

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

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

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

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

NCIC - Network Communications International Corp., the issuer of this tariff.

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company's operator.

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted call.

Operator Services - Any telecommunication service that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion, or both, of an intrastate interLATA telephone call through a method other than:

- (i) automatic completion with billing to the telephone from which the call originated; or
- (ii) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

Operator Service Provider ("OSP") - Any person or entity that provides operator services by using either live or automated operator functions. When more than one entity is involved in processing an operator service call, the party billing the calls shall be considered the OSP. However, subscribers to customer-owned pay telephone service shall not be deemed to be an OSP.

Operator Station Calls - An Operator Assisted call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached through a PBX attendant.

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

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

Person-to-Person Calls - An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

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

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

Presubscribed Provider of Operator Services - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

Provider of Operator Services - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the Ohio Public Utilities Commission to be providing operator services.

P.U.C.O. - Public Utilities Commission of Ohio

Real Time Rated - An intrastate call placed with the assistance of an operator, for which charges are collected by an Aggregator, normally a hotel or motel, may be a hospital, from the guest or occupant of the room from which the call originated. A call of this type requires that NCIC communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator. Calls of this type are rated according to the Real Time Rate Schedules herein.

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

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

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

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

Third Party Calls - An Operator Assisted call for which charges are billed not to the originating number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

Traditional Operator Services - Traditional Operator Services are those services provided by the Company in which the end user has a Customer relationship with the Company, the Company 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.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

NCIC offers operator assisted services to transient end users for traffic originating and terminating within the State of Ohio. Certain Operator Assisted services, as specified herein, are offered under the name 1800Call4Less. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company offers Alternative Operator Services.

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

2.2 Limitations

- **2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- **2.2.2** NCIC reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- **2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- **2.2.4** All services and facilities provided under this tariff are directly or indirectly controlled by NCIC and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- **2.2.4** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

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

2.4 Liabilities of Company

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

2.4 Liabilities of Company, (Cont'd.)

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

2.5 Deposits

The Company does not require deposits from customers.

2.6 Advance Payments

The Company does not require advance payments from customers.

2.7 Taxes and Fees

- 2.7.1 All state and local taxes (i.e., sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.7.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.7.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

Reserved for Future Use

2.8 Payment for Service and Credit Regulations

2.8.1 Billing and Credit Regulations

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

2.8.2 Payment for Service Regulations

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

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

2.8 Payment for Service and Credit Regulations, (Cont'd.)

2.8.2 Payment for Service Regulations, (cont'd.)

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

2.8 Payment for Service and Credit Regulations, (Cont'd.)

2.8.2 Payment for Service Regulations, (cont'd.)

- (J) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K) NCIC will not bill for unanswered calls.
- (L) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

2.10 Billing Entity Conditions

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

2.11 Compliance with Regulatory Requirements

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

2.12 Interconnection

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

2.13 Denial of Access to Service by the Company

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

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

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

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid delinquent charges due and owing to the Company associated with the service.

2.15 Reinstitution of Service

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

2.16 Credit Allowances for Interruption of Service

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

2.17 Inspection, Testing and Adjustment

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

2.18 [Reserved for Future Use]

2.19 **Responsibilities of Aggregators**

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

- 2.19.1 Aggregators must post on the telephone instrument, in plain view of Authorized Users,
 - (A) The name, address, and toll-free telephone contact number of the provider of operator services on all telephones capable of accessing the Company's services, shall take reasonable action to replace any documentation which may be removed, defaced or otherwise rendered unavailable. Such documentation shall be furnished by or approved by the Company; and
 - (B) A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
 - (C) The name and address of the enforcement division of the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services.
 - (D) Any other information required by state or federal regulatory agencies or law.

2.19 Responsibilities of Aggregators, (Cont'd.)

- **2.19.2** Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.
- 2.19.3 NCIC shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if NCIC reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of <u>The Telephone Operator Consumer Services Improvement Act of 1990</u> paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

2.20 Responsibilities of the Subscriber or Customer

- **2.20.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Customer is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- **2.20.2** If required for the provision of NCIC's Services, the Subscriber or Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to NCIC.
- **2.20.3** Reserved for Future Use

2.20 Responsibilities of the Subscriber or Customer, (Cont'd.)

- **2.20.3** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and NCIC when required for NCIC personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of NCIC's services.
- **2.20.4** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with NCIC's facilities or services, that the signals emitted into NCIC's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber or Customer and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers or Customers.
- **2.20.5** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to NCIC's equipment, personnel, or the quality of Service, NCIC may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, NCIC may, upon written notification, terminate the service.
- **2.20.6** The Subscriber must pay NCIC for replacement or repair of damage to the equipment or facilities of NCIC caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Customer, Authorized Users, or others.
- **2.20.7** The Subscriber must pay for the loss through theft or fire of any of NCIC's equipment installed at Subscriber's premises.

2.21 **Responsibilities of Authorized Users**

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

2.22 [Reserved for Future Use]

2.22 [Reserved for Future Use]

2.23 Customer Liability for Unauthorized Use of the Network

2.23.1 Unauthorized Use of the Network

- (A) Unauthorized use of the Network occurs when: (1) 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; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the network, makes fraudulent use of the network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
- (B) The following activities constitute fraudulent use:
 - (1) Using the network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - (2) Using or attempting to use the network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - (3) Toll free callers using the network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 - (4) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- (C) Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc. Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill.

2.23 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.23.2 Liability for Unauthorized Use

- (A) Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- (B) The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's toll-free service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- (C) The Customer is liable for all costs incurred as a result of unauthorized use of the network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer=s service. The Company will also assist the Customer in identifying the perpetrator(s) of the fraud for purposes of pursuing civil remedies.
- (D) The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the network.

2.23 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.24.3 Liability for Calling Card Fraud

- (A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- (B) The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a verbal or written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
- (C) The limitations on liability in this subsection will not apply to pre-paid or debit cards.

2.24.4 Liability for Credit Card Fraud

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

Network Communications International Corp. offers Interexchange long distance services, and outbound operator assisted services to its customers. Rates for these services vary by product. All NCIC services are available 24 hours a day, seven days a week.

NCIC's Operator Assisted Service is provided for use by transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the Public Utilities Commission of Ohio and the Federal Communications Commission.

3.2 Determination of Call Duration and Timing of Calls

- **3.2.1** For Direct Dialed and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- **3.2.2** Chargeable time ends when the connection is terminated.
- **3.2.3** Chargeable time does not include the time lost because of known faults or defects in the service.
- **3.2.4** The initial and additional timing periods for billing purposes vary by product and are specified in Section 3 of this tariff.
- **3.2.5** The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, NCIC will reasonably issue credit for the call.

3.3 Time of Day Rate Periods

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM			IE RATE K RATE	PERIOD PERIOD			L
5:00 PM TO 10:59 PM	C		IG RATE EAK RAI	PERIOD È PERIOI)		EVE
11:00 PM TO 7:59 AM				KEND RA EAK RATI			L

3.3.1 Day, Evening, and Night/Weekend times are determined by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

3.3 Time of Day Rate Periods, (Cont'd.)

- **3.3.2** The time when connection is established is determined in accordance with the time standard or daylight savings -legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to interLATA direct dialed and operator assisted calls.
- **3.3.3** The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

New Year's Day	**
Martin Luther King Day	*
President's Day	*
Memorial Day	*
Independence Day	**
Labor Day	*
Columbus Day	*
Veterans Day	**
Thanksgiving Day	*
Christmas Day	**

* = Applies to Federally recognized days only.

** = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

3.4 Calculation of Distance

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire 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 serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1:	Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
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

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 serving wire centers of the call.

Formula:

$$\sqrt{\frac{\left(V_1 - V_2\right)^2 + \left(H_1 - H_2\right)^2}{10}}$$

3.5 Operator Services

3.5.1 Determination of Charges

The charges for MTS are determined by the:

- distance between applicable rate centers
- time of day and day of week
- duration of call
- class of call

Rates are charged in full minute increments. The minimum charge for each call is one full minute; each additional minute is charged in whole minute increments.

3.5.2 Classes of Services

Service is offered on a Customer Dialed Calling Card Station, Operator Station, Personto-Person or Real Time Rated-Operator Station/Person-to-Person basis. Day, Evening, Night and Weekend rates apply to all classes of services.

3.5 Operator Services, (Cont'd.)

3.5.3 Application of Operator Services Rates

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Service charge and/or surcharge for operator assisted calls, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e. station-to-station or person-to-person). The usage charge element is specified as a rate per minute that applies to each minute of call duration, with a minimum charge for each call of one minute, and fractional minutes of use thereafter counted as one full minute or a portion thereof (incremental billing).

3.5 Operator Services, (Cont'd.)

3.5.4 Rate Schedules - Intrastate Per Minute Charges

Customer & Operator Dialed Calling C and Operator Station - Billed to 3rd Party, Collect & Sent Paid Non-Coin Person-to-Person Billed to Card Real Time Rated Operator Station

	Day		Evening		Night/Weekend	
Mileage Band	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
0-10	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500
11-22	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500
23-55	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500
56-124	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500
125+	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500

3.5.5 Intrastate Per Call Service Charges

Customer Dialed Calling Card	\$2.75
Operator Handled	\$2.75
Person-to-Person	\$2.75

3.5 Operator Services, (Cont'd.)

3.5.5 Rate Schedules – Rate Plan O

Customer & Operator Dialed Calling Card Operator Station - Billed to 3rd Party, and Collect Person-to-Person Billed to Card Real Time Rated Operator Station

The initial billing increment is three (3) minutes. Additional minutes are billed in one (1) minute increments

wr==	Day		Evening	Evening		Night/Weekend	
Mileage Band	Initial 3 Minutes	Add'l Minute	Initial 3 Minutes	Add'l Minute	Initial 3 Minutes	Add'l Minute	
0-10	\$1.5000	\$0.5000	\$1.5000	\$0.5000	\$1.5000	\$0.5000	
11-22	\$1.5000	\$0.5000	\$1.5000	\$0.5000	\$1.5000	\$0.5000	
23-55	\$1.5000	\$0.5000	\$1.5000	\$0.5000	\$1.5000	\$0.5000	
56-124	\$1.5000	\$0.5000	\$1.5000	\$0.5000	\$1.5000	\$0.5000	
125+	\$1.5000	\$0.5000	\$1.5000	\$0.5000	\$1.5000	\$0.5000	

3.5.5 Intrastate Per Call Service Charges

Customer Dialed Calling Card	\$5.99	
Station-To-Station, automated	\$5.99	(N)
Person-to-Person, automated	\$5.99	
Live Operator Assistance, additional	\$1.50	

Issued:	April 1, 2008	Effective:	April 1, 2008
By:	William L. Pope, President		•
	606 East Magrill Street		
	Longview, Texas 75601		OHi0801
CASE No.	: 08TP-TRF		

3.5 Operator Services, (Cont'd.)

3.5.6 1800Call4Less

The following service is provided under the name 1800Call4Less. 1800Call4Less is a service that allows the user to access the Company's network by dialing a designated toll-free number for the purpose of placing an operator-assisted call. A per call charge and usage rates apply.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

(A)	Per Minute Usage Rates	
	0-10 miles	\$0.25
	11 + miles	\$0.35

(B) Per Call Charges

The following per-call charges apply in addition to the per minute usage rates when applicable.

Per Call

Calling/Travel/Bank/Debit Card	
Automated	\$3.99
Station	\$6.45
Operator Assisted	\$6.45
Collect	
Automated	\$3.99
Station	\$4.50
Billed to Originating Party	
Automated	\$3.99
Station	\$4.50
Operator Assisted	\$6.45
Billed to 3 rd Party	
Station	\$6.45
Operator Assisted	\$6.45
Person to Person	\$6.45

Effective:

3.7 Dial Around Access - *77 Program

The following rates apply for operator-assisted calls placed by dialing a designated access code (*77), and completing the call using the automated system by following the correct prompts. The initial billing increment is three (3) minutes. Additional minutes are billed in one (1) minute increments.

Usage Rate, per minute	\$0.59
Per Call Charges:	
Customer Dialed Station to Station	\$6.50
Operator Station to Station	\$6.50

3.8 Institutional Collect-Only Calling Service

NCIC provides Institutional Automated Collect-Only Operator Service to inmates of confinement facilities. Service may be limited by the administrators of the institutions as to availability, call duration or calling scope. Calls are billed to the Called Party. The Called Party must actively accept charges for the call. A per-call service charge applies to each call.

Institutional automated collect operator service allows inmates to make collect calls to terminating locations anywhere in the State of Ohio. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is terminated by NCIC's system.

Use of the automated collect calling service is subject to the rules and regulations of the Commission. and the institution's administrative restrictions.

3.8.1. Classes of Calls

Automated Collect Station Calls: are calls which are placed by an Inmate who dials all of the digits required to route the call and who follows the NCIC system prompts, enabling the Called Party to accept the charges for the call. If the Called Party does not accept the call, the call is terminated and no billing applies.

3.8.2 Rates and Charges

A. Usage Charges:

Rate Per Minute: \$0.36

B. Per Call Charges:

Operator Station Collect \$2.75

SECTION 4 - MISCELLANEOUS SERVICES

4.1 Late Payment Charge

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

4.2 Return Check Charge

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

4.3 Directory Assistance

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

Directory Assistance

\$2.75

SECTION 5 - CONTRACT SERVICES

5.1 General

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

EXHIBIT B Proposed Revised Tariff Pages

This tariff, P.U.C.O. Tariff No. 4 filed by Network Communications International Corp., cancels and replaces, in its entirety, the current tariff on file with the Commission P.U.C.O. Tariff No. 3, issued by Network Communications International Corp., a/k/a 1800Call4Less.

This tariff is in compliance with Rule 4901:1-6, OAC

TITLE PAGE

NETWORK COMMUNICATIONS INTERNATIONAL CORP.

90-5845-CT-TRF

INSTITUTIONAL TELECOMMUNICATIONS SERVICES

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of institutional telecommunications services provided by Network Communications International Corp. within the state of Ohio. This tariff is on file with the Public Utilities Commission of Ohio. Copies may be inspected during normal business hours at the Company's principal place of business.

CHECK SHEET

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

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

* - indicates those pages included with this filing

Issued: By:

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APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate institutional telecommunications services furnished within the State of Ohio by Network Communications International Corp. subject to the jurisdiction of the Ohio Public Utilities Commission.

SYMBOLS

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

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

TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- **B.** Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the P.U.C.O. For example, the Original Page 14 cancels the Original Page 14.
- C. Paragraph Numbering Sequence There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I.

D. Check Sheets - When a tariff filing is made with the P.U.C.O., an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages 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 page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.)

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

Automated Collect Calls - Calls billed to the called party and completed through an automated call processing system that prompts the call originator and the called party such that the call is completed without live operator assistance.

Called Party - The person, individual, corporation or other entity whose telephone number is called. The Called Party is responsible for payment of the charges for use of ICS's automated collect service

Company - The term Company refers to Network Communications International Corp.

Correctional Institutions - Used throughout this tariff to refer to any type of confinement facility, including prisons, jails, work farms, detention centers or other facilities used for penalty or confinement purposes.

Customer - The person, firm, corporation or other entity which uses ICSolutions' service and is responsible for payment of charges and compliance with the Company's tariff.

Inmates - The jailed or confined population of correctional or confinement institutions.

NCIC - Network Communications International Corp., the issuer of this tariff.

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted call.

P.U.C.O. - Public Utilities Commission of Ohio

Subscriber – The Correctional or Confinement Institution with which ICSolutions contracts, directly or indirectly, to provide telephone calling services

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

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

NCIC offers automated operator assisted services to inmates and other incarcerated persons for traffic originating from correctional facilities and terminating within the State of Ohio. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

2.2 Limitations

- **2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- **2.2.2** NCIC reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- **2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- **2.2.4** All services and facilities provided under this tariff are directly or indirectly controlled by NCIC and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- **2.2.4** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

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

2.4 Liabilities of Company

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

2.4 Liabilities of Company, (Cont'd.)

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

2.5 Deposits

The Company does not require deposits from customers.

2.6 Advance Payments

The Company does not require advance payments from customers.

2.7 Taxes and Fees

- **2.7.1** All state and local taxes (i.e., sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill where applicable and are not included in the quoted rates and charges set forth in this tariff.
- **2.7.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- **2.7.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

2.8 Payment for Service and Credit Regulations

2.8.1 Billing and Credit Regulations

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

2.8.2 Payment for Service Regulations

- (A) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (B) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (C) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (D) NCIC will not charge for unanswered calls.
- (E) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

2.10 Billing Entity Conditions

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

2.11 Compliance with Regulatory Requirements

The Company reserves the right to suspend service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the P.U.C.O.

2.12 Denial of Access to Service by the Company

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

- **2.12.1** Nonpayment of any sum due for service provided hereunder.
- **2.12.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to NCIC operations or its furnishing of service.
- **2.12.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

2.13 Credit Allowances for Interruption of Service

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

2.14 Inspection, Testing and Adjustment

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

2.15 Customer Liability for Unauthorized Use of the Network

2.15.1 Unauthorized Use of the Network

- (A) Unauthorized use of the Network occurs when: (1) 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; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the network, makes fraudulent use of the network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
- (B) The following activities constitute fraudulent use:
 - (1) Using the network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - (2) Using or attempting to use the network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - (3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- (C) Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc. Customers must notify the Company verbally or in writing of unauthorized use or charges.

2.15 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.15.2 Liability for Unauthorized Use

- (A) Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service.
- (B) The Customer is liable for all costs incurred as a result of unauthorized use of the network, including any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer=s service. The Company will also assist the Customer in identifying the perpetrator(s) of the fraud for purposes of pursuing civil remedies.
- (C) The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the network.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

Automated operator assisted service is offered to inmates and other incarcerates persons in correctional institutions and those whom they call, for outward only calling.

3.2 Institutional Operator Assisted Calling

Institutional operator assisted service allows inmates to place collect calls through an automated call processing system. The call processing system prompts the inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

A number of special blocking and screening capabilities are available with institutional operator services provided by the Company. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the institution.

For services provided to inmates of institutions, the following special conditions apply:

- 1. Calls to "900", "976" or other pay-per-call and call-forwarding services are blocked by the Company.
- 2. At the request of the institution, the Company may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- **3.** At the request of the Institution, the Company may block inmate access to "911", "411", or local operators reached through "0-" dialing.
- 4. At the request of the Institution, the Company may block inmate access to specific telephone numbers.
- 5. Availability of the Company's services may be restricted by the institution to certain hours and/or days of the week.
- 6. At the request of the institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning the Company's services is provided to the administration of each institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the institution's administration.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.2 Institutional Operator Assisted Calling, (Cont'd.)

- 7. At the request of the institution, the Company may impose time limits on local and long distance calls placed using its services.
- 8. At the request of the institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

3.3 Determination of Call Duration and Timing of Calls

- **3.3.1** Chargeable time begins when the connection is established between the calling station and the desired telephone.
- **3.3.2** Chargeable time ends when the connection is terminated.
- **3.3.3** Chargeable time does not include the time lost because of known faults or defects in the service.
- **3.3.4** The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, NCIC will reasonably issue credit for the call.

3.4 Institutional Collect Calling Service

NCIC provides Institutional Automated Collect Operator Service to inmates of confinement facilities. Service may be limited by the administrators of the institutions as to availability, call duration or calling scope. Calls are billed to the Called Party. The Called Party must actively accept charges for the call. A per-call service charge applies to each call.

Institutional automated collect operator service allows inmates to make collect calls to terminating locations anywhere in the State of Ohio. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is terminated by NCIC's system.

Use of the automated collect calling service is subject to the rules and regulations of the Commission. and the institution's administrative restrictions.

3.4.1 Classes of Calls

<u>Automated Collect Station Calls:</u> are calls which are placed by an Inmate who dials all of the digits required to route the call and who follows the NCIC system prompts, enabling the Called Party to accept the charges for the call. If the Called Party does not accept the call, the call is terminated and no billing applies.

3.4.2 Rates and Charges

- A. Usage Charges: Rate Per Minute: \$0.36
- B. Per Call Charges: Operator Station Collect \$2.75

3.5 Prepaid Collect Institutional Calling Services

3.5.1 General

Institutional Prepaid Collect Service provides an alternative payment arrangement for inmates in Confinement Institutions. This service enables end users to receive calls originating from confined persons and who cannot or who do not wish to have such calls billed through their own local exchange service provider.

With Institutional Prepaid Collect Service, a prepaid account is set up by the Company for the Customer who receives collect calls from an inmate in a confinement facility. Once an account is established, all collect calls from the confinement facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. If the payment into the account is provided via the Customer's credit card, credit verification procedures are carried out under the terms specified in Section 2. The Company does not engage in direct monetary transactions with the inmate.

Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call. Customers are responsible for contacting the Company's Customer Service Department to obtain the Available Usage Balance remaining in the Prepaid Collect Account.

Payment for Institutional Prepaid Calling Services and any Available Usage in the Prepaid Account is refundable upon request by the called party. The Available Usage Balance expires six months from the date the last call is made on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

Institutional Prepaid Collect Service is available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Confinement Institutions. No minimum service period applies.

Network usage for Institutional Prepaid Calls is deducted from the Available Usage Balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis. Prepaid accounts may be replenished; the minimum initial deposit or replenishment amount is \$25.00; the maximum replenishment permitted is \$1000.

3.5 Prepaid Collect Institutional Calling Services, (Cont'd.)

3.5.1 Rates and Charges

- A. Usage Charges: Rate Per Minute: \$0.36
- B. Per Call Charges: Operator Station Collect \$2.75

3.6 Institutional Prepaid Debit Service

3.6.1 Description

Institutional prepaid debit service allows an inmate to purchase a card or deposit funds into an account. Debit cards or Debit accounts may be funded in any amount subject to the requirements or restrictions of the Confinement Institution. To place a call, the inmate enters a specified Personal Identification Number (PIN) and dials the desired telephone number.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account following completion of the call and after it is rated.

Refunds of remaining balances in a Debit Card or Debit Account are refundable upon request, typically after release of the inmate from the Institution. The Available Usage Balance expires six months from the date the last call is made on the account or card. No refunds of unused balances will be issued after the expiration date.

3.6.1 Rates and Charges

A.	Usage Charges:		
	Rate Per Minute:	\$0.36	
B.	Per Call Charges:		
	Operator Station Collect	\$2.75	

EXHIBIT C Summary of Changes

NCIC is an AOS & IOS provider. All references to AOS Service have been deleted and text changes have been customized to only IOS.

IOS rates terms and conditions remain tariffed.

EXHIBIT D Customer Notice of Detariffing

Not applicable. As an AOS & IOS provider, NCIC does not have presubscribed customers.

EXHIBIT E Affidavit

Please see Exhibit D.

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 11-2575-TP-ATA

Summary: Tariff - Application to Detariff services and make other changes related to the implementation of case no. 10-1010-TP-ORD. electronically filed by Laura McGrath on behalf of Network Communications International Corp. a/k/a 1800Call4Less