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October 19, 2011

#### VIA E-DOCKET

Renee J. Jenkins Director of Administration Public Utilities Commission of Ohio 180 E. Broad St. Columbus, OH 43215-3793 (614) 466-3016

Re:

Global Connection Inc. of America

Case No.: 11-5496

Dear Ms. Jenkins:

Pursuant to the Matter of the Review of Chapter 4901:1-6-11, Ohio Administrative Code, Case No. 10-1010-TP-ORD dated January 19, 2011, enclosed please find for filing Global Connection Inc. of America's Telecommunications Filing Form and Telecommunications Application form for Detariffing and Related Actions Form with all requirements attached.

If you have any questions, or if I may provide you with additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,

Lange J.M. Steinhart

Attorney for Global Connection Inc. of America

Enclosures

cc: Angela Briggs

#### 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)

) ) )	TRF Docket No. 90 Case No.11 -5496- <b>TP</b> - <b>ATA</b> NOTE: Unless you have reserved a Case No. leave the "Case No. fields BLANK.		
Norcross, (	Georgia 30093		
	Phone (678) 741-6200	Fax (678) 741-6333	
ectioninc.co	<u>om</u>		
		Phone (678) 741-6200	
Manager		Phone (877) 511-3009	
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	) ) Norcross, (	Case No.11 -5496-TP - AT  NOTE: Unless you have reserved a offields BLANK.  Norcross, Georgia 30093  Phone (678) 741-6200  ectioninc.com	

#### 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.

<u>Carrier Type</u>	☐ ILEC	☐ CLEC	⊠ 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		$\boxtimes$	$\boxtimes$
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)		$\boxtimes$	$\boxtimes$

#### 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.

#### Part III. - Attestation

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

#### **AFFIDAVIT**

#### Compliance with Commission Rules

I am an officer/agent of the applicant corporation, <u>Global Connection Inc. of America</u>, and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

Executed on (Date) 09/28/11 at (Location) NOTCIOSS, GA	
Edward W. Smith, CFO/Secretary	(Date) 09/28/11
<ul> <li>This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an office agent of the applicant.</li> </ul>	er of the applicant, or an authorized
VERIFICATION	
I, Edward W. Smith verify that I have utilized the Telecommunications Application Form for Detariffing Commission and that all of the information submitted here, and all additional information submitted in	and Related Actions provided by the connection with this case, is true and
Land who showledge,	(Date) 09/28/11
Edward W. Smith, CFO/Secretary  *Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an a	uthorized 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

#### $The\ Public\ Utilities\ Commission\ of\ Ohio$

## 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 Global Connection Inc. of America
Company Address <u>5555 Oakbrook Parkway</u> , Suite 620, Norcross, Georgia 30093
Company Web Address <u>www.globalconnectioninc.com</u>
Regulatory Contact Person Dave Skogen, Phone (678) 741-6200 Fax (678) 741-6333
Regulatory Contact Person's Email Address HR@globalconnectioninc.com
Contact Person for Annual Report Dave Skogen Phone (678) 741-6200 Fax (678) 741-6333
Consumer Contact Information Ron Ward Phone (877) 511-3009 Fax (678) 741-6333
TRF Docket No TP-TRF
I. Company Type (Check all applicable):
X Non-BLES CLEC X IXC Other (explain)
II. Services offered (Check all applicable):
X Toll services (intrastate)
X   Local Exchange Service (i.e., residential or business bundles)
Other (explain)
III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff
<u>pages):</u> □ Toll Presubscription
□ Toll Presubscription
$^\square$ 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, Global Connection Inc. of America, and am authorized to make statements on it behalf.

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)

October 18, 2011

(Date)

#### LIST OF EXHIBITS

- 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.

#### Exhibit A

Existing affected tariff pages

Ohio Tariff No. 1 Original Title Page

#### TITLE SHEET

# REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO RESIDENTIAL LOCAL EXCHANGE AND INTEREXCHANGE SERVICES WITHIN THE STATE OF OHIO

Issue Date: April 18, 2008

#### **CHECK SHEET**

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

SHEE	TREVISION	SHEET	REVISION	SHEE	TREVISION
ī	1 <sup>st</sup> Revised*	19	Original	37	1st Revised*
2	1 st Revised*	20	Original	38	1st Revised*
3	Original	21	Original	39	1 <sup>st</sup> Revised*
4	Original	22	Original	40	1st Revised*
5	Original	23	Original	41	1 <sup>st</sup> Revised*
6	Original	24	Original	42	1st Revised*
7	Original	25	Original	43	1st Revised*
8	Original	26	Original	44	1st Revised*
9	Original	27	Original	45	1st Revised*
10	Original	28	Original	46	1st Revised*
11	Original	29	Original	47	1 <sup>st</sup> Revised*
12	Original	30	Original	48	1st Revised*
13	Original	<b>3</b> 1	Original	49	1 <sup>st</sup> Revised*
14	Original	32	Original	50	1st Revised*
15	Original	33	1 <sup>st</sup> Revised*	51	1st Revised*
16	Original	34	1 <sup>st</sup> Revised*	52	1st Revised*
17	Origina1	35	1st Revised*	53	1 <sup>st</sup> Revised*
18	Original	36	1st Revised*		

#### TABLE OF CONTENTS (UPDATE)

TITLE PAGE	]
CHECK SHEET	
TABLE OF CONTENTS	.,,3
SYMBOLS	4
APPLICATION OF TARIFF	5
SECTION I- DEFINITION OF TERMS	€
SECTION 2 - REGULATIONS	10
SECTION 3 - SERVICE DESCRIPTIONS	24
SECTION 4 – SERVICE RATES	2
SECTION 5 - RESERVED FOR FUTURE USE	29
SECTION 6 - MAP AND LEGAL DESCRIPTIONS	30
CDCTION 7 DATEC	3

#### EXPLANATION OF SYMBOLS AND REFERENCE MARKS

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

- C Changed regulation
- D Decreased rate
- I Increase rate
- N New rate, regulation
- T Text change

As Approved in Case No. 04-0866-TP-ACE

Global Connection, Inc. of America

Issue Date: April 22, 2004

Ohio Tariff No. 1

Original Page 4

#### **APPLICATION OF TARIFF**

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by Global Connection, Inc. of America hereinafter "Global Connection", to residential customers within the State of Ohio. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

As Approved in Case No. 04-0866-TP-ACE

#### **SECTION I - DEFINITIONS**

Account Number:

Customer's telephone number is the account number

Advance Payment: A Payment that may be required by a local service provider as a means of compensation for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

Application for Service: A standard order form that includes all pertinent billing, technical, and other descriptive information that will enable Company to provide telecommunication service.

<u>Authorized User</u>: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Basic Local Service Charge: The charge to provide local dial tone service, without taxes, fees or toll calls included.

Commission: Public Utilities Commission of Ohio, unless specifically stated otherwise.

Company: Global Connection, Inc, which is the issuer of this tariff.

<u>Competitive Local Carrier (CLC)</u>: Denotes a common carrier that is issued the appropriate Certificate to provide local exchange telecommunications service.

<u>Customer</u>: The person, firm, corporation or entity that orders service, uses and/or is responsible for the payment of charges and for compliance with the Company's tariff regulations.

#### SECTION I - DEFINTIONS (continued)

Customer-Provided Equipment: Terminal equipment, as defined herein, provided by Customer.

<u>Demarcation Point</u>: The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

<u>Disconnection</u>: The disconnection of a circuit, dedicated access line, or pod connection being used for existing service.

<u>End-User</u>: Any person, firm, corporation, partnership, or other entity that uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

<u>Exchange Carrier</u>: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Exchange Service: The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

Holidays: Holidays observed by the Company as specified on this tariff.

<u>Incumbent Local Exchange Carrier (ILEC)</u>: A local exchange carrier, including successors and assigns that is certified by the commission and was providing basic local exchange service on February 8, 1996.

<u>Individual Case Basis</u>: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

As Approved in Case No. 04-0866-TP-ACE

#### SECTION 1 - DEFINITIONS (continued)

<u>LATA</u>: A local access and transport area established pursuant to the Modification of Final Judgment entered by the Unites States District Court for the District of Columbia in Civil Action No.82-0192 for the provision and administration of communications services.

<u>Local Calling</u>: A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

<u>Local Service</u>: Service that provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff

<u>Local Service Area</u>: That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time dial tone is achieved.

<u>Premises</u>: Customer premises are all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

(<u>Premises</u>) <u>Inside Wire</u>: Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

As Approved in Case No. 04-0866-TP-ACE

#### **SECTION 1 - DEFINITIONS (continued)**

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

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

Service Order: The written or verbal request for local exchange services requested by the Customer and the Company in a format specified by the Company. The acceptance of the Customer and the Company of a verbal service order and/or the signing of a written Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Services: The Company's local telecommunications services offered to the Customer.

Station: Telephone equipment from or to which calls are placed.

<u>Trunk</u>: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

#### **SECTION 2 - REGULATIONS**

#### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with the provision of an access line and usage within a local calling area for the transmission of high quality one-way and/or two-way information transmission between points within the State of Ohio.

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

#### 2.1.2 Terms and Condition

- (A) Global Connection, Inc. of America wants to provide prepaid service in the state of Ohio. Global Connection, Inc. of America provides prepaid service by asking the customer to pay the first month's basic local service plus the Federal Line Charge, taxes and surcharges prior to providing dial tone. No customer deposits will be required at this time.
- (B) Before a new customer can receive dial-tone through the Basic prepaid package, they must first pay for:

First Month's service

\$ 39.99 (each access line) \$ 8.33 (each access line)\*

Installation Fee

@ 40.22 (Cu

Total \$ 48.3

Before a new customer can receive dial-tone through the Global Platinum Choice prepaid package, they must first pay for:

First Month's service

\$ 49.99 (each access line)

Installation Fee

\$ 8.33 (each access line)\*

Effective Date: August 25, 2004

Total

\$ 58.32

\* Installation Fee is \$25,00 that can be paid over a three-month period.

#### **SECTION 2 - REGULATIONS**

#### 2.1 Undertaking of the Company

#### 2.1.1 Terms and Condition

- (C) An application for services, whether made orally or in writing, establishes the contract between the customer and the Company on the terms and conditions set forth in this tariff. The Company does not foresee any reason it would deny a customer service so long as the customer complied with Rule 4901:1-5-13 of the MTSS.
- (D) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (E) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

#### 2.1.2 <u>Terms and Conditions</u> (continued)

- (F) Customers may be required to enter into written service orders that shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- (G) At the expiration of the initial month, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Customers may request disconnection verbally or in writing. The company will provide written notice in compliance with Rule 17 of the MTSS to the customer prior to the disconnection of service. Such disconnection shall not relieve the customer of the obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination which would include any past due bills, plus the pro rata amount due for service provided to date, any toll charges and directory assistance charges.
- (H) Service is provided on a monthly basis. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein. The prorating of bills for partial monthly service will be calculated on this basis.
- (I) This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provisions.
- (J) The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- (K) The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment.
- (L) Service may be terminated in accordance with Rule 17 of the MTSS.
- (M) No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary of otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

#### 2.1.3 Liability of the Company

- (A) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- (B) With respect to Emergency Telephone Number Service (911, E911):

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the use of 911 Service. Under the terms of this tariff the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold the Company harmless from any and all losses or claims whatsoever, whether suffered, made instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold the Company harmless for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its users, agencies or municipalities, or the employees or agents of a one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

#### 2.1.4 Provision of Equipment and Facilities

- 2.1.4.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff and shall install service in accordance with Rule 16(D) of the MTSS.
- 2.1.4.2 The Company shall use reasonable efforts to maintain only facilities and/or equipment that it furnishes to the Customer, The customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.4.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Company.
- 2.1.4.4 Equipment that the Company provides or installs at the customer premises for use in connection with the services offered by the Company shall not be used for any purpose other than that for which it was provided by the Company.
- 2.1.4.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment its connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
  - (1) The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (2) The reception of signals by Customer provided equipment; or
  - (3) Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

#### 2.1.5 Service Affecting Activities

The company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activity may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

As Approved in Case No. 04-0866-TP-ACE

#### 2.1.6 Universal Emergency Telephone Number Service (911, E911)

- 2.1.6.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.1.6.2 911 information consisting of the name, address and telephone number(s) of customers is confidential. The Company will release such information only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
- 2.1.6.3 The 911 calling party, by dialing 911, waives the privacy afforded by unlisted and nonpublished service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.1.6.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, amexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point,

#### 2.1.7 Non-routine Installation

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

#### 2.1.8 Ownership of Facilities

Title to any facilities or equipment provided in accordance with this tariff remains with the provider of such facilities or equipment, whether it is the Company, the underlying carrier, or their agents or contractors.

As Approved in Case No. 04-0866-TP-ACE

#### 2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others in compliance with MTSS Rule 17.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

#### 2.3 Obligations of the Customer

- 2.3.1 The Customer shall be responsible for:
  - (a) The payment of all applicable charges pursuant to this tariff;
  - (b) Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

#### 2.3 Obligations of the Customer (continued)

#### 2.3.1 The Customer shall be responsible for:

- (c) Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cablebuilding entrance or property line to the location of the equipment space described in 2.3.1(c). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

As Approved in Case No. 04-0866-TP-ACE

#### 2.3.2 Indemnification of the Company by Customer(s)

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

As Approved in Case No. 04-0866-TP-ACE

#### 2.4 <u>Customer Equipment and Channels</u>

#### 2.4.1 General

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

#### 2.4.2 Station Equipment

- 2.4.2. 1 The user is responsible for providing and maintaining any terminal equipment on the user's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the user. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations.
- 2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities, Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

#### 2.4 Customer Equipment and Channels (continued)

#### 2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.3.2 Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations.
- 2.4.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

#### 2.4.4 Inspections

- 2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment and wiring in the connection of Customer-provided facilities and equipment to Companyowned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action, Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will comply with MTSS Rule 17 in reference to disconnection.

As Approved in Case No. 04-0866-TP-ACE

Houssam Abdallah, President

Ohio Tariff No. 1 Original Page 20

Global Connection, Inc. of America Issue Date: April 22, 2004

#### 2.5 Payment Arrangements

The following provisions shall apply to residential service to the extent that these provisions do not conflict with the Commission's Rules in which event the Commission's Rules will govern.

#### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service or facilities furnished by the Company to the Customer and to all users authorized by the customer, regardless of whether those services are used by the customer itself or are resold to or shared with other persons.

#### 2.5.2 Billing and Collection of Charges

- (1) All service and monthly recurring charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill. Installation charges will be spread out over the first three monthly bills.
- (2) The company shall present bills for recurring charges monthly to the customer, in advance of the month which service is provided. Usage charges will be billed in arrears.
- (3) New customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose every month is considered to have 30 days.
- (4) Amounts not paid within 30 days after the date of the invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

Checks with insufficient funds or non-existing accounts will be assessed an additional fee as outline on the price list.

#### 2.5.2 Billing and Collection of Charges (Cont'd)

Before restoring service, the Company at its option may require one or more of the following: (a) Payment of the total amount due as stated on the disconnection notice for basic local exchange service owed to the provider; or (b) An arrangement or settlement agreement requiring the payment of all amounts owed to the provider for basic local exchange service.

(1) If a customer has an outstanding balance for toll services the company may refuse to allow access to such services until the outstanding balance has been paid or another carrier has agreed to acquire the customer as a client. The Company will comply with MTSS Rule 13 in reference to this topic.

#### 2.5.3 Disputed Bills

2.5.3.1 All bills are presumed accurate, and shall be binding upon the customer, unless the Company receives written or oral notice of the disputed charge.

#### 2.5.3.2 Late Payment Charge

- (1) The undisputed portions of a bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.
- (2) In the event that the Company resolves a billing dispute in favor of the customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

#### 2.5.3.3 Adjustments or Refunds to the Customer

Subscriber billing adjustments for local exchange service will be in accordance with Rules 4901:1-5-16.

As Approved in Case No. 04-0866-TP-ACE

#### 2.5.3.4 Unresolved Billing Disputes

In the case of a billing dispute between the customer and the Company for service furnished to the customer, which cannot be settled to the mutual satisfaction of the customer and the Company, the customer can take the following course of action:

First, the customer may request and the Company will provide an in-depth (1)review of the disputed amount by making an oral or written request to the address below:

Global Connection, Inc. of America Attn: Customer Service 3957 Pleasantdale Road Atlanta, GA 30340 Toll Free (877) 511-3009

Second, if after investigation and review by the Company, a disagreement **(2)** remains as to the disputed amount, the customer may file an appropriate complaint with the Public Utility Commission of Ohio (PUCO).

#### Denial or Disconnection of local and toll service 2.5.4

Discontinuance of Service will be made in accordance with Rule 4901:1-5-17 of the MTSS.

Atlanta, Georgia 30340

Ohio Tariff No. 1 Original Page 23

- 2.6 RESERVED FOR FUTURE USE
- 2.7 Allowances for Interruptions in Service will be made in accordance with Rule 4901:1-5-16 of the MTSS.
- 2.8 Customer Liability for Unauthorized Use of the Network shall be in accordance with Rule 17 of the MTSS.

As Approved in Case No. 04-0866-TP-ACE

#### 2.9 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

Assignment of or transfer of service from one individual to another:

- charges for this are outlined on the price list.
- charges do not apply when transferring service to another individual who is a member of the same family

#### 2.10 Notices and Communications

- 2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill,
- 2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.10.5 The Company shall notify the Commission of any special promotions it plans to offer,

As Approved in Case No. 04-0866-TP-ACE

Global Connection, Inc. of America

Issue Date: April 22, 2004

#### **SECTION 3 - SERVICE DESCRIPTIONS**

#### 3.1. Type of Service Offered

The Company provides switched, telephonic quality voice and data transmission services that enable Users to communicate on a real time basis between points within local calling areas in the State of Ohio, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services, Services may be performed by resale of services provided by other telephone companies.

Local Exchange Service provides the Customer with a single, touchtone, voice-grade telephone communications channel that can be used to place or receive one call at a time. Standard Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. This service requires no customer depositor credit check and does not require all payments to be made in cash.

Most charges for Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next three month's bills following work performed by the Company.

The Company's local exchange telephone service provides a customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access 'Telecommunication Relay Service;
- · access to operator services
- · access directory assistance
- place or receive 800/888 telephone calls
- access the interexchange carrier of choice that provides direct billing to the end-user for interLATA, intraLATA, interstate or international calling

The Company provides Basic Prepaid Package that is available to new residential customers. This plan includes unlimited local exchange service within the Customer's local exchange area.

The Company provides Global Platinum Choice Prepaid Package that is available to new residential customers. This plan includes unlimited local exchange service within the Customer's local exchange area and five features including:

- Caller ID Deluxe
- Call Return
- Three Way Calling
- Call Waiting Deluxe
- Call Forwarding
- Speed Dial

- Call Block
- Call Selector
- Call Tracing

Effective Date: August 25, 2004

As Approved in Case No. 04-0866-TP-ACE

Houssam Abdallah, President 3957 Pleasantdale Road Atlanta, Georgia 30340

#### 3.2 Optional Features

Local Exchange Customers have access to optional features at an additional charge. A set-up fee applies when a Local Exchange Services subscriber requests connection to one or more customer calling features. These charges will not apply if the features are ordered at the same time as other work for the same customer account at the same premises. These features include:

- Caller ID
- Three-way calling
- Call waiting
- Call forwarding
- Unpublished number
- Call Return
- Inside Wiring\*
- Speed dial

- Call Block
- Call Selector
- Call Tracing
- \* Inside Wiring does not cover jack plates nor customer's equipment.

#### 3.3 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange area of the Station number which is designated as the customer's main billing number. A primary listing contains the name of the customer as well as the address and telephone number of the customer. This listing is provided at no additional charge.

#### 3.4 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (M or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

#### 3.5 Promotional Offerings:

The Company may make promotional offerings of its tariffed services that may include reducing or waiving applicable charges for the promoted service. The Commission will be notified of all such promotional offers. No individual promotional offering will exceed ninety days in duration, and any promotional offering will be extended on a nondiscriminatory basis to any customer similarly situated who requests the specific offer.

As Approved in Case No. 04-0866-TP-ACE

Ohio Tariff No. 1 Original Page 27

#### **SECTION 4 - SERVICE RATES**

- 4.1 Basic Local Exchange Service Rates
  - 4.1.1 Monthly Recurring Charges
    - The monthly service charge includes local phone service, taxes and surcharges.
    - Any additional features added to the basic service
- 4.1.2 Rates
  - (A) Residential Basic Line Service\*

First Line:

\$29.95 to 59.99 per month\*

Each Additional Line:

\$29.95 to 59.99 per month\*

- \* Monthly charges include local exchange phone service only. A Connection charge applies when a Global Connection Residential Basic Flat Rate Local Exchange Services subscriber requests connection to one or more customer calling features after the initial establishment of service.
- (A) Nonrecurring Charges
  - (1) Installation charges apply and will be divided between the commencement of service and the next two bills. The charges are outlined on the price list.
  - (2) A reconnection charge will be applied to each number restored after a disconnection. If disconnected service is reconnected, there will be no guarantee that the same number can be retained. The charges are outlined in the price list.

As Approved in Case No. 04-0866-TP-ACE

Ohio Tariff No. 1 Original Page 28

#### 4.2 Late Payment Charge

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date for such payment.

#### 4.3 Service Assistance Programs

Global Connection will resell the service assistance programs offered by the LEC in the area. We will mirror the provision of these programs as provided by the LEC.

As Approved in Case No. 04-0866-TP-ACE

Global Connection, Inc. of America Issue Date: April 22, 2004 Ohio Tariff No. 1 Original Page 29

# SECTION 5 - RESERVED FOR FUTURE USE

As Approved in Case No. 04-0866-TP-ACE

Effective Date: August 25, 2004

Global Connection, Inc. of America Issue Date: April 22, 2004 Ohio Tariff No. 1 Original Page 30

# SECTION 6 - MAP AND LEGAL DESCRIPTIONS

6.1 Local Service Areas

The Company will provide Local Exchange Service throughout the geographic area serviced by its underlying carriers, Ameritech, Verizon North and Sprint within the state of Ohio. The local service area will correspond to those listed in the tariffs of the individual companies.

As Approved in Case No. 04-0866-TP-ACE

Effective Date: August 25, 2004

Global Connection, Inc. of America Issue Date: April 22, 2004

# SECTION 7 - RATES

	Monthly Recurring Charge	Nonrecurring Charge Maximum Charge	
Service	Maximum Charge		
Basic Prepaid Monthly	59.95	\$25.00	
Service - per access line			
Global Platinum Choice	70.00	\$25.00	
Prepaid Package - per			
access Line			
Number or Name Change		\$45.00	
(per line)			
Features:			
Caller ID	20.00	25.00	
Three Way	15,00	25.00	
Call Waiting	15.00	25.00	
Call Forwarding	15.00	25.00	
Call Return	15.00	25.00	
Unpublished Number	15.00	25.00	
Inside Wiring	20.00	25.00	
Assignment or transfer or service	n/a	50.00	
Reconnection Charge	n/a	40.00	
Returned Check Charge	n/a	40.00	

As Approved in Case No. 04-0866-TP-ACE

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Global Connection, Inc. of America

Issue Date: April 22, 2004

Ohio Tariff No. 1 Original Page 32 Revised Page 32

## **SECTION 7 - RATES**

	Recutring Actual Charge	Nonrecurring Actual Charge
Service		
Basic Prepaid Monthly Service - per access line	\$49.99***	\$25.00**
Global Platinum Choice Prepaid Package - per access Line	\$59.99***	\$25.00**
Number or Name Change (per line)		\$30.00
Features:		
Caller ID	\$5.00	\$15.00*
Three Way	\$5.00	\$15.00*
Call Waiting	\$5.00	\$15.00*
Call Forwarding	\$5.00	\$15.00*
Call Return	\$8.00	\$15.00*
Unpublished Number	\$5.00	\$15.00*
Inside Wiring	\$4.99	\$15.00*
Assignment or transfer or service		\$39.95
Reconnection Charge		\$25.00
Returned Check Charge		\$25.00

\* Charge only if feature is added after service installation

\*\* Nonrecurring Actual Charge (also known as "installation fee") can be charged to customer over the first three months in the amounts of \$8.33, \$8.33 and \$8.34.

\*\*\* Includes telecom taxes and surcharges

As Approved in Case No. 04-0866-TP-ACE

Effective Date: August 25, 2004

Houssam Abdallah, President
3957 Pleasantdale Road
Atlanta, Georgia 30340

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As Approved in Case No. 04-0866-TP-ACE

Effective Date: April 18, 2008

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 35 Cancels Original Page 35

(C)

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 36 Cancels Original Page 36

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Ohio Tariff No. 1 1st Revised Page 37 Cancels Original Page 37

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 38 Cancels Original Page 38

(C)

(C)

As Approved in Case No. 04-0866-TP-ACE

Effective Date: April 18, 2008

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 39 Cancels Original Page 39

(C)

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 41 Cancels Original Page 41

(C)

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As Approved in Case No. 04-0866-TP-ACE

Effective Date: April 18, 2008

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Ohio Tariff No. 1 1<sup>st</sup> Revised Page 44 Cancels Original Page 44

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Ohio Tariff No. 1 1<sup>st</sup> Revised Page 45 Cancels Original Page 45

Global Connection, Inc. of America Issue Date: April 18, 2008 Ohio Tariff No. 1 1<sup>st</sup> Revised Page 46 Cancels Original Page 46

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As Approved in Case No. 04-0866-TP-ACE

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Ohio Tariff No. 1 1<sup>st</sup> Revised Page 47 Cancels Original Page 47

(C)

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As Approved in Case No. 04-0866-TP-ACE

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Global Connection, Inc. of America Issue Date: April 18, 2008 Ohio Tariff No. 1 1<sup>st</sup> Revised Page 51 Cancels Original Page 51

(C)

(C)

Effective Date: April 18, 2008

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 52 Cancels Original Page 52

Global Connection, Inc. of America Issue Date: April 18, 2008 Ohio Tariff No. 1 1<sup>st</sup> Revised Page 53 Cancels Original Page 53

(C)

# Exhibit B

Proposed revised tariff pages

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Title Page Cancels Original Title Page

#### TITLE SHEET

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO RESIDENTIAL LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

WITHIN THE STATE OF OHIO

Tariff No. 1 2<sup>nd</sup> Revised Page 1 Cancels 1<sup>st</sup> Revised Page 1

Issue Date: April 22, 2004

## **CHECK SHEET**

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

PAGE REV	/ISION	PAGE R	EVISION	PAGE R	EVISION
1	2 <sup>nd</sup> Revised*	21	1st Revised*	41	2 <sup>nd</sup> Revised*
2	2 <sup>nd</sup> Revised*	22	1st Revised*	42	2 <sup>nd</sup> Revised*
3	1st Revised*	23	1st Revised*	43	2 <sup>nd</sup> Revised*
4	1st Revised*	24	1st Revised*	44	2 <sup>nd</sup> Revised*
5	1 <sup>st</sup> Revised*	25	1st Revised*	45	2 <sup>nd</sup> Revised*
6	1 <sup>st</sup> Revised*	26	1st Revised*	46	2 <sup>nd</sup> Revised*
7	1st Revised*	27	1st Revised*	47	2 <sup>nd</sup> Revised*
8	1 <sup>st</sup> Revised*	28	1st Revised*	48	2 <sup>nd</sup> Revised*
9	1st Revised*	29	1st Revised*	49	2 <sup>nd</sup> Revised*
10	1 <sup>st</sup> Revised*	30	1 <sup>st</sup> Revised*	50	2 <sup>nd</sup> Revised*
11	1 <sup>st</sup> Revised*	31	1st Revised*	51	2 <sup>nd</sup> Revised*
12	1st Revised*	32	1 <sup>st</sup> Revised*	52	2 <sup>nd</sup> Revised*
13	1 <sup>st</sup> Revised*	33	2 <sup>nd</sup> Revised*	53	2 <sup>nd</sup> Revised*
14	1 <sup>st</sup> Revised*	34	2 <sup>nd</sup> Revised*		
15	1 <sup>st</sup> Revised*	35	2 <sup>nd</sup> Revised*		
16	1 <sup>st</sup> Revised*	36	2 <sup>nd</sup> Revised*		
17	1 <sup>st</sup> Revised*	37	2 <sup>nd</sup> Revised*		
18	1 <sup>st</sup> Revised*	38	2 <sup>nd</sup> Revised*		
19	1st Revised*	39	2 <sup>nd</sup> Revised*		
20	1 <sup>st</sup> Revised*	40	2 <sup>nd</sup> Revised*		

<sup>\*</sup>Indicates Pages that have been revised

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 2 Cancels 1<sup>st</sup> Revised Page2

## TABLE OF CONTENTS

TITLE PAGE	1
CHECK SHEET	2
TABLE OF CONTENTS	3
SYMBOLS	4
APPLICATIONS OF TARIFF	5
SECTION 1 – DEFINITION OF TERMS	6
SECTION 2 - REGULATIONS	10
SECTION 3 – SERVICE DESCRIPTIONS	25
SECTION 4 – SERVICE RATES	28
SECTION 5 – RESERVED FOR FUTURE USE	29
SECTION 6 – MAP AND LEGAL DESCRIPTIONS	30
SECTION 7 – RATES	31

(C)

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 3 Cancels Original Page 3

## **EXPLANATION OF SYMBOLS AND REFERENCE MARKS**

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

- C Changed regulation
- D Decreased rate
- I Increase rate
- N New rate, regulation
- T Text change

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 4 Cancels Original Page 4

## **APPLICATION OF TARIFF**

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by Global Connection, Inc. of America hereinafter "Global Connection", to residential customers within the State of Ohio. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 5 Cancels Original Page 5

#### SECTION I – DEFINITIONS

#### Account Number:

Customer's telephone number is the account number

#### Advance Payment:

A Payment that may be required by a local service provider as a means of compensation for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

#### Application for Service:

A standard order form that includes all pertinent billing, technical, and other descriptive information that will enable Company to provide telecommunication service.

### Authorized User:

A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

## Basic Local Service Charge:

The charge to provide local dial tone service, without taxes, fees or toll calls included.

#### Commission:

Public Utilities Commission of Ohio, unless specifically stated otherwise.

#### Company:

Global Connection, Inc., which is the issuer of this tariff.

## Competitive Local Carrier (CLC):

Denotes a common carrier that is issued the appropriate Certificate to provide local exchange telecommunications service.

#### Customer:

The person, firm, corporation or entity that orders service, uses and/or is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 6 Cancels Original Page 6

#### **SECTION 1- DEFINTIONS (continued)**

## Customer-Provided Equipment:

Terminal equipment, as defined herein, provided by Customer.

## Demarcation Point:

The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

#### Disconnection:

The disconnection of a circuit, dedicated access line, or pod connection being used for existing service.

#### End-User:

Any person, firm, corporation, partnership, or other entity that uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

## **Exchange Carrier:**

Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

## **Exchange Service:**

The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

## Holidays:

Holidays observed by the Company as specified on this tariff.

#### Incumbent Local Exchange Carrier (ILEC):

A local exchange carrier, including successors and assigns that is certified by the commission and was providing basic local exchange service on February 8, 1996.

### Individual Case Basis:

A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 7 Cancels Original Page 7

## **SECTION 1 - DEFINITIONS (continued)**

#### LATA:

A local access and transport area established pursuant to the Modification of Final Judgment entered by the Unites States District Court for the District of Columbia in Civil Action No.82-0192 for the provision and administration of communications services.

## Local Calling:

A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

#### Local Service:

Service that provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff

#### Local Service Area:

That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

## Non-Recurring Charges:

The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time dial tone is achieved.

#### Premises:

Customer premises are all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

## (Premises) Inside Wire:

Inside (premises) wire (simple wire) refers to all non-system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 8 Cancels Original Page 8

## **SECTION 1 - DEFINITIONS (continued)**

## Recurring Charges:

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

## Service Commencement Date:

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

#### Service Order:

The written or verbal request for local exchange services requested by the Customer and the Company in a format specified by the Company. The acceptance of the Customer and the Company of a verbal service order and/or the signing of a written Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

#### Services:

The Company's local telecommunications services offered to the Customer.

### Station:

Telephone equipment from or to which calls are placed.

## Trunk:

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 9 Cancels Original Page 9

## **SECTION 2 – REGULATIONS**

## 2.1 <u>Undertaking of the Company</u>

## 2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with the provision of an access line and usage within a local calling area for the transmission of high quality one-way and/or two-way information transmission between points within the State of Ohio.

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

#### 2.1.2 Terms and Condition

- (A) Global Connection, Inc. of America wants to provide prepaid service in the state of Ohio. Global Connection, Inc. of America provides prepaid service by asking the customer to pay the first month's basic local service plus the Federal Line Charge, taxes and surcharges prior 10 providing dial tone. No customer deposits will be required at this time.
- (B) Before a new customer can receive dial-tone through the Basic prepaid package, they must first pay for:

First Month's service \$ 39.99 (each access line)
Installation Fee \$ 8.33 (each access line)
Total \$ 48.32

Before a new customer can receive dial-tone through the Global Platinum Choice prepaid package, they must first pay for:

First Month's service \$ 49.99 (each access line)
Installation Fee \$ 8.33 (each access line)
Total \$ 58.32

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<sup>\*</sup>Installation Fee is \$25.00 that can be paid over a three-month period.

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 10 Cancels Original Page 10

#### **SECTION 2 – REGULATIONS (continued)**

- 2.1 <u>Undertaking of the Company (continued)</u>
- 2.1.2 Terms and Condition (continued)
  - (C) An application for services, whether made orally or in writing, establishes the contract between the customer and the Company on the terms and conditions set forth in this tariff. The Company does not foresee any reason it would deny a customer service so long as the customer complied with Rule 490 I: 1-5-13 of the MTSS.
  - (D) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
  - (E) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 11 Cancels Original Page 11

### **SECTION 2 – REGULATIONS (continued)**

### 2.1.2 Terms and Conditions (continued)

- (F) Customers may be required to enter into written service orders that shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- (G) At the expiration of the initial month, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Customers may request disconnection verbally or in writing. The company will provide written notice in compliance with Rule 17 of the MTS to the customer prior to the disconnection of service. Such disconnection shall not relieve the customer of the obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination which would include any past due bills, plus the pro rata amount due for service provided to date, any toll charges and directory assistance charges.
- (H) Service is provided on a monthly basis. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein. The prorating of bills for partial monthly service will be calculated on this basis.
- (I) This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provisions.
- (J) The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- (K) The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment.
- (L) Service may be terminated in accordance with Rule 17 of the MTSS.
- (M)No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary of otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 12 Cancels Original Page 12

### SECTION 2 – REGULATIONS (continued)

### 2.1.3 <u>Liability of the Company</u>

- (A) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- (B) With respect to Emergency Telephone Number Service (911, E911):

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the use of 911 Service. Under the terms of this tariff the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold the Company harmless from any and all losses or claims whatsoever, whether suffered, made instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold the Company harmless for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its users, agencies or municipalities, or the employees or agents of a one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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Ohio Tariff No. 1 1<sup>st</sup> Revised Page 13 Cancels Original Page 13

#### SECTION 2 – REGULATIONS (continued)

#### 2.1.4 Provision of Equipment and Facilities

- 2.1.4.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff and shall install service in accordance with Rule 16(D) of the MTSS.
- 2.1.4.2 The Company shall use reasonable efforts to maintain only facilities and/or equipment that it furnishes to the Customer, The customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.4.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Company.
- 2.1.4.4 Equipment that the Company provides or installs at the customer premises for use in connection with the services offered by the Company shall not be used for any purpose other than that for which it was provided by the Company.
- 2.1.4.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment its connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the company shall not be responsible for:
- (1) The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (2) The reception of signals by Customer provided equipment; or
- (3) Network control signaling where such signaling is performed by Customer provided network control signaling equipment.

#### 2.1.5 Service Affecting Activities

The company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activity may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

Issue Date: April 22, 2004

Ohio Tariff No. 1 1st Revised Page 14 **Cancels Original Page 14** 

#### SECTION 2 – REGULATIONS (continued)

#### 2.1.6 Universal Emergency Telephone Number Service (911, E911)

- 2.1.6.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.1.6.2 911 information consisting of the name, address and telephone number(s) of customers is confidential. The Company will release such information only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
- 2.1.6.3 The 911 calling party, by dialing 911, waives the privacy afforded by unlisted and nonpublished service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.1.6.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

#### 2,1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customers request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. I if such service is requested a good faith estimate of the charges will be provided.

#### 2.1.8 Ownership of Facilities

Title to any facilities or equipment provided in accordance with this tariff remains with the provider of such facilities or equipment, whether it is the Company, the underlying carrier, or their agents or contractors.

Issue Date: April 22, 2004

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

#### 2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

#### 2.3 Obligations of the Customer

- 2.3.1 The Customer shall be responsible for:
- A. the payment of all applicable charges pursuant to this tariff;
- B. Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

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Ohio Tariff No. 1 1<sup>st</sup> Revised Page 16 Cancels Original Page 16

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

- 2.3 Obligations of the Customer (continued)
- 2.3.1 The Customer shall be responsible for: (continued)
  - C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
  - D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;
  - E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may need to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
  - F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
  - G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
  - H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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Ohio Tariff No. 1 1<sup>st</sup> Revised Page 17 Cancels Original Page 17

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

- 2.3 Obligations of the Customer (continued)
- 2.3.2 Indemnification of the Company by Customer(s)

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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Ohio Tariff No. 1 1<sup>st</sup> Revised Page 18 Cancels Original Page 18

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

#### 2.4 <u>Customer Equipment and Channels</u>

#### 2.4.1 General

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

#### 2.4.2 Station Equipment

- 2.4.2.1 The user is responsible for providing and maintaining any terminal equipment on the user's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the user. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations.
- 2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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

#### 2.4 <u>Customer Equipment and Channels (continued)</u>

#### 2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.4.3.2 Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations.
- 2.4.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

#### 2.4.4 Inspections

- 2.4.4.1 Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will comply with TSS Rule 17 in reference to disconnection.

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Ohio Tariff No. 1 1<sup>st</sup> Revised Page 20 Cancels Original Page 20

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

#### 2.5 Payment Arrangements

The following provisions shall apply to residential service to the extent that these provisions do not conflict with the Commission's Rules in which event the Commission's Rules will govern.

#### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service or facilities furnished by the Company to the Customer and to all users authorized by the customer, regardless of whether those services are used by the customer itself or are resold to or shared with other persons.

#### 2.5.2 Billing and Collection of Charges

- (1) All service and monthly recurring charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill. Installation charges will be spread out over the first three monthly bills.
- (2) The company shall present bills for recurring charges monthly to the customer, in advance of the month which service is provided. Usage charges will be billed in arrears.
- (3) New customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose every month is considered to have 30 days.
- (4) Amounts not paid within 30 days after the date of the invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

Checks with insufficient funds or non-existing accounts will be assessed an additional fee as outline on the price list.

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Ohio Tariff No. 1 1<sup>st</sup> Revised Page 21 Cancels Original Page 21

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

#### 2.5 Payment Arrangements (Cont'd.)

#### 2.5.2 Billing and Collection of Charges (cont'd.)

Before restoring service, the Company at its option may require one or more of the following:
(a) Payment of the total amount due as stated on the disconnection notice for basic local exchange service owed to the provider; or (b) An arrangement or settlement agreement requiring the payment of all amounts owed to the provider for basic local exchange service.

(1) If a customer has an outstanding balance for toll services the company may refuse to allow access to such services until the outstanding balance has been paid or another carrier has agreed to acquire the customer as a client. The Company will comply with MTSS Rule 13 in reference to this topic.2.5.3

#### 2.5.3 Disputed Bills

2.5.3.1 All bills are presumed accurate, and shall be binding upon the customer, unless the Company receives written or oral notice of the disputed charge.

#### 2.5.3.2 Late Payment Charge

- (1) The undisputed portions of a bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.
- (2) In the event that the Company resolves a billing dispute in favor of the customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

#### 2.5.3.3 Adjustments or Refunds to the Customer

Subscriber billing adjustments for local exchange service will be in accordance with Rules 4901:1-5-16.

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 22 Cancels Original Page 22

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

#### 2.5 Payment Arrangements (continued)

#### 2.5.3 Disputed Bills (continued)

2.5.3.4 Unresolved Billing Disputes

In the case of a billing dispute between the customer and the Company for service furnished to the customer, which cannot be settled to the mutual satisfaction of the customer and the Company, the customer can take the following course of action:

(1) First, the customer may request and the Company will provide an in-depth review of the disputed amount by making an oral or written request to the address below:

Global Connection, Inc. of America Attn: Customer Service 5555 Oakbrook Parkway, Suite 620 Atlanta, GA 30093 Toll Free (877) 511-3009

(2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the Public Utility Commission of Ohio (PUCO).

#### 2.5.4 Denial or Disconnection of Local and Toll Service

Discontinuance of Service will be made in accordance with Rule 4901:1-5-17 of the MTSS.

As Approved in Case No. 04-0866-TP-ACE

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Ohio Tariff No. 1 1<sup>st</sup> Revised Page 23 Cancels Original Page 23

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

- 2.6 RESERVED FOR FUTURE USE
- 2.7 Allowances for Interruptions in Service will be made in accordance with Rule 4901:1-5-16 of the MTSS.
- 2.8 Customer Liability for Unauthorized Use of the Network shall be in accordance with Rule 17 of the MTSS.

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Ohio Tariff No. 1 1<sup>st</sup> Revised Page 24 Cancels Original Page 24

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

#### 2.9 Transfer and Assignment

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

Assignment of or transfer of service from one individual to another:

- charges for this are outlined on the price list.
- charges do not apply when transferring service to another individual who is a member of the same family

#### 2.10 Notices and Communications

- 2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill,
- 2.10.3 All notices or other communications required to be given pursuant to this rate sheet shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.10.5 The Company shall notify the Commission of any special promotions it plans to offer.

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Ohio Tariff No. 1 1<sup>st</sup> Revised Page 25 Cancels Original Page 25

#### **SECTION 3 - SERVICE DESCRIPTIONS**

#### 3.1 Type of Service Offered

The Company provides switched, telephonic quality voice and data transmission services that enable Users to communicate on a real time basis between points within local calling areas in the State of Ohio, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services, Services may be performed by resale of services provided by other telephone companies.

Local Exchange Service provides the Customer with a single, touchtone, voice-grade telephone communications channel that can be used to place or receive one call at a time. Standard Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. This service requires no customer depositor credit check and does not require all payments to be made in cash.

Most charges for Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next three month's bills following work performed by the Company.

The Company's local exchange telephone service provides a customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access 'Telecommunication Relay Service';
- access to operator services
- access directory assistance
- place or receive 800/888 telephone calls
- access the interexchange carrier of choice that provides direct billing to the end-user for interLATA, intraLATA, interstate or international calling

The Company provides Basic Prepaid Package that is available to new residential customers. This plan includes unlimited local exchange service within the Customer's local exchange area.

The Company provides Globa 1 Platinum Choice Prepaid Package that is available to new residential customers.

This plan includes unlimited local exchange service within the Customer's local exchange area and five features including:

Caller ID DeluxeCall Waiting DeluxeCall BlockCall ReturnCall ForwardingCall SelectorThree Way CallingSpeed DialCall Tracing

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 26 Cancels Original Page 26

#### **SECTION 3 - SERVICE DESCRIPTIONS**

#### 3.2 Optional Features

Local Exchange Customers have access to optional features at an additional charge. A set-up fee applies when a Local Exchange Services subscriber requests connection to one or more customer calling features. These charges will not apply if the features are ordered at the same time as other work for the same customer account at the same premises. These features include:

Caller ID Unpublished number Call Block
Three-way calling Call Return Call Selector
Call waiting Inside Wiring\* Call Tracing
Call Forwarding Speed Dial

#### 3.3 Directory Assistance

The Company shall provide for a single directory listing termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange area of the Station number which is designated as the customer's main billing number. A primary listing contains the name of the customer as well as the address and telephone number of the customer. This listing is provided at no additional charge.

### 3.4 <u>Telecommunications Relay Service (TRS)</u>

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (M or similar devices) to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

#### 3.5 Promotional Offerings

The Company may make promotional offerings of its tariffed services that may include reducing or waiving applicable charges for the promoted service. The Commission will be notified of all such promotional offers. No individual promotional offering will exceed ninety days in duration, and any promotional offering will be extended on a nondiscriminatory basis to any customer similarly situated who requests the specific offer.

<sup>\*</sup>Inside Wiring does not cover jack plates nor customer's equipment.

### **SECTION 4 - SERVICE RATES**

- 4.1 Basic Local Exchange Service Rates
  - 4.1.1 Monthly Recurring Charges
  - The monthly service charge includes local phone service, taxes and surcharges.
  - Any additional features added to the basic service
  - 4.1.2 Rates
    - (A) Residential Basic Line Service\*

First Line:

\$29.95 to 59.99 per month\*

Each Additional Line:

\$29.95 to 59.99 per month\*

\*Monthly charges include local exchange phone service only. A Connection charge applies when a Global Connection Residential Basic Flat Rate Local Exchange Services subscriber requests connection to one or more customer calling features after the initial establishment of service.

- (a) Nonrecurring Charges
- (1) Installation charges apply and will be divided between the commencement of service and the next two bills. The charges are outlined on the price list.
- (2) A reconnection charge will be applied to each number restored after a disconnection. If disconnected service is reconnected, there will be no guarantee that the same number can be retained. The charges are outlined in the price list.

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 28 Cancels Original Page 28

### **SECTION 4 - SERVICE RATES (continued)**

### 4.2 Late Payment Charge

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date for such payment.

### 4.3 Service Assistance Programs

Global Connection will resell the service assistance programs offered by the LEC in the area. We will mirror the provision of these programs as provided by the LEC.

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 29 Cancels Original Page 29

### **SECTION 5 - RESERVED FOR FUTURE USE**

As Approved in Case No. 04-0866-TP-ACE

Dave Skogen, Chief Executive Officer

(T)

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 30 Cancels Original Page 30

SECTION 6 - MAP AND LEGAL DESCRIPTIONS

#### 6.1 Local Service Areas

The Company will provide Local Exchange Service throughout the geographic area serviced by its underlying carriers, Ameritech, Verizon North and Sprint within the state of Ohio. The local service area will correspond to those listed in the tariffs of the individual companies.

Issue Date: April 22, 2004

Ohio Tariff No. 1 1<sup>st</sup> Revised Page 31 Cancels Original Page 31

### **SECTION 7 – RATES**

Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE

Issue Date: April 22, 2004

#### **SECTION 7 – RATES (continued)**

	Recurring Actual Charge	Nonrecurring Actual Charge
Service		
Basic Prepaid Monthly Service (per Access Line)	\$49.99**	\$25.00**
Global Platinum Choice Prepaid Package (per Access Line)	\$59.99***	\$25.00**
Number or Name Change (per line)		\$30.00
Features		
Caller ID	\$5.00	\$15.00*
Three Way	\$5.00	\$15.00*
Call Waiting	\$5.00	\$15.00*
Call Forwarding	\$5.00	\$15.00*
Call Return	\$8.00	\$15.00*
Unpublished Number	\$5.00	\$15.00*
Inside Wiring	\$4.99	\$15.00*
Assignment or Transfer of Service		\$39.95
Reconnection Charge		\$25.00
Returned Check		\$25.00

<sup>\*</sup>Charge only if feature is added after service installation
\*\*Nonrecurring Actual Charge (also known as "installation fee") can be charged to customer over the first three months in the amounts of \$8.33, \$8.33 and \$8.34.

<sup>\*\*\*</sup>Includes telecom taxes and surcharges

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 33 Cancels 1<sup>st</sup> Revised Page 33

### **SECTION 7 – RATES (continued)**

Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page34 Cancels 1<sup>st</sup> Revised Page 34

# **SECTION 7 – RATES (continued)**

Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page35 Cancels 1<sup>st</sup> Revised Page 35

# **SECTION 7 – RATES (continued)**

Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 36 Cancels 1<sup>st</sup> Revised Page 36

### **SECTION 7 – RATES (continued)**

### Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE

Dave Skogen, Chief Executive Officer

(T)

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 37 Cancels 1<sup>st</sup> Revised Page 37

### **SECTION 7 – RATES (continued)**

Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 38 Cancels 1<sup>st</sup> Revised Page 38

# **SECTION 7 – RATES (continued)**

Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 39 Cancels 1<sup>st</sup> Revised Page 39

### **SECTION 7 – RATES (continued)**

**Reserved for Future** 

(T)

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 40 Cancels 1<sup>st</sup> Revised Page 40

### **SECTION 7 – RATES (continued)**

Reserved for Future Use

(T)

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 41 Cancels 1<sup>st</sup> Revised Page 41

### **SECTION 7 – RATES (continued)**

Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 42 Cancels 1<sup>st</sup> Revised Page 42

### **SECTION 7 - RATES (continued)**

Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 43 Cancels 1<sup>st</sup> Revised Page 43

### **SECTION 7 – RATES (continued)**

Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 44 Cancels 1<sup>st</sup> Revised Page 44

### **SECTION 7 – RATES (continued)**

Reserved for Future Use

(T)

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 45 Cancels 1<sup>st</sup> Revised Page 45

### **SECTION 7 – RATES (continued)**

Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE Effective: October 19, 2011

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 46 Cancels 1<sup>st</sup> Revised Page 46

## **SECTION 7 – RATES (continued)**

Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 47 Cancels 1<sup>st</sup> Revised Page 47

#### **SECTION 7 – RATES (continued)**

**Reserved for Future Use** 

(T)

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 48 Cancels 1<sup>st</sup> Revised Page 48

# **SECTION 7 – RATES (continued)**

Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 49 Cancels 1<sup>st</sup> Revised Page 49

#### **SECTION 7 – RATES (continued)**

Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page50 Cancels 1<sup>st</sup> Revised Page 50

# **SECTION 7 – RATES (continued)**

# Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE

Issue Date: April 22, 2004

Ohio Tariff No. 1 2nd Revised Page51 Cancels 1<sup>st</sup> Revised Page 51

#### **SECTION 7 – RATES (continued)**

Reserved	for	Future	Use

(T)

As Approved in Case No. 04-0866-TP-ACE

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 52 Cancels 1<sup>st</sup> Revised Page 52

#### **SECTION 7 – RATES (continued)**

#### Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE

Issue Date: April 22, 2004

Ohio Tariff No. 1 2<sup>nd</sup> Revised Page 53 Cancels 1<sup>st</sup> Revised Page 53

#### **SECTION 7 – RATES (continued)**

Reserved for Future Use

(T)

As Approved in Case No. 04-0866-TP-ACE

#### Exhibit C

Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.

Pursuant to Chapter 4901:1-6, Ohio Administrative Code, Case No. 10-1010-TP-ORD, Global Connection Inc. of America's existing Public Utilities Commission of Ohio Tariff No. 1 is being updated to remove all maximum rates.

Company information has also been updated on each page.

#### Exhibit D

# One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07

Applicant provided the attached Customer Notice for non-residential subscribers, consistent with the Commission's updated Customer Notice Template.

The Customer Notice has also been sent on October 17, 2011 to the Commission-provided electronic mailbox at: <u>Telecomm-Rule07@puc.state.oh.us</u>.

# Global Connection Inc. of America 5555 Oakbrook Parkway, Suite 620 Norcross, Georgia 30093

#### **IMPORTANT CUSTOMER NOTICE**

September 14, 2011

Dear Valued Customer:

Beginning September 26, 2011, the prices, service descriptions, terms and conditions for services other than local flat rate service that you are provided by Global Connection Inc. of America will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms or conditions of those services to which you currently subscribe. Global Connection Inc. of America must still provide a customer notice at least fifteen (15) days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view Global Connection Inc. of America's future service offerings in a guidebook/catalog online at www.globalconnectioninc.com or you can request a copy of this information by contacting Global Connection Inc. of America at 5555 Oakbrook Parkway, Suite 620, Norcross, Georgia 30093.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and Global Connection Inc. of America will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Global Connection Inc. of America at the toll free number, (877) 511-3009, or visit us at <a href="https://www.globalconnectioninc.com">www.globalconnectioninc.com</a>. You may also visit the consumer information page on the PUCO's website at <a href="https://www.puco.ohio.gov">www.puco.ohio.gov</a> for further information.

Sincerely,

Global Connection Inc. of America

# Exhibit E

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# CUSTOMER NOTICE AFFIDAVIT

STATE OF GEORGIA ) ) SS:	
COUNTY OF GWINNETT )	
<u>AFFIDAVIT</u>	
I, Edward W. Smith, am Chief Financial Officer/Secretary of America, and am authorized to make this statement on its behalf. I notice accompanying this Affidavit was sent to affected customers to the United States Postal Service on September 14, 2011, in accordance	attest that the customer hrough individual letters via
Ohio Administrative Code. I declare under penalty of perjury that t	he foregoing is true and
correct.	
	sith, CFO/Secretary tion Inc. of America
Sworn to and Subscribed before me, the undersigned Notary Public	· ·
on this <u>28th</u> day of <u>September</u> ,	
(SEAL) Angela	C. Briggs
Notary Public	0)
Angela C.	
Print or Type	Name
ANGELA C BRIGGS Notary Public, Gwinnett County, Ga My Commission Expires:  My Commission Expires December 3, 2013	

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

10/19/2011 1:40:01 PM

in

Case No(s). 11-5496-TP-ATA

Summary: Application Global Connection Inc. of America's Telecommunications Filing Form and Telecommunications Application form for Detariffing and Related Actions Form with all requirements attached. electronically filed by Angela M. Janssen on behalf of Global Connection Inc. of America