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January 22, 2002

1/23/02

VIA FEDERAL EXPRESS

Mr. Gary Vigorito Secretary Ohio Public Utilities Commission 180 East Broad Street, 10th Floor Columbus, Ohio 43215-3793

Re:

Case No. 00-1265-TP-ORD; Compliance Filing of NOS

Communications, Inc., NOSVA Limited Partnership, and Affinity

Network Incorporated

Dear Mr. Vigorito:

Pursuant to the Commission's Order in Case No. 00-1265-TP-ORD, NOS Communications, Inc., NOSVA Limited Partnership and Affinity Network Incorporated, by their undersigned attorney, hereby submits an affidavit verifying that their tariffs now are in compliance with the Commission's new Minimum Telephone Services Standards ("MTSS"). As directed by the Commission, a copy of the revised tariff pages also are attached for Commission approval.

Also enclosed are a duplicate of this filing and a self-addressed, postage prepaid envelope. Please date-stamp the duplicate and return in the envelope provided. If you have any additional questions regarding this filing, please give me a call at (703) 918-2380.

Respectfully submitted,

Andrea P. Edmonds

*Admitted in D.C. only

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business Technician Ann Date Processed 1/23/02

Judvea P. Edminds

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

AFFIDAVIT OF NOS COMMUNICATIONS, INC.

Re: Compliance with Nev	w Minimum Telephone Standards (Case No. 00-1265-TP-ORD)
County of Clark))ss:
State of Nevada)
Joseph T. Koppy, Affiant, ha	wing been duly sworn according to law, deposes and attests that:
He is the President of NOS C this affidavit for said compar	Communications, Inc. ("NOS") and is authorized to and does make ny;
of Ohio's ("Commission") no	wed to determine compliance with the Public Utilities Commission ew Minimum Telephone Service Standards ("MTSS") and upon ons appended hereto, NOS' tariffs will be in compliance with the
	Joseph T. Koppy, President NOS Communications, Inc.
Subscribed and sworn before	me this 11 th day of December, 2001.
	Notary Public
	My Commission expires

NOS COMMUNICATIONS, INC. LOCAL TARIFF

CHECK SHEET

The following pages inclusive of this tariff are effective as of the date shown at the bottom of the respective pages. Original pages as named below are currently in effect as of the date on the bottom of this page.

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EFFECTIVE:

Tariff Administrator 4380 Boulder Highway Las Vegas, NV 89121

Case No. 99-559-TP-ACE

P.U.C.O. Tariff No. 1 - Local Section 2 1st Revised Page No. 5 Cancels Original Page No. 5

Section 2 - RULES AND REGULATIONS (Cont'd)

В. USE OF FACILITIES AND SERVICE (Cont'd)

- 5. Directory Errors (Cont'd)
 - Ъ. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
 - c. Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of two business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/20ths of the basic monthly rate for the line or lines in question for each day thereafter that the record remains uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)
 - đ. Credit Limitation: The total amount of the credit provided for the preceding paragraphs a, b and c shall not exceed, on a monthly basis, the total of the charges for each charge listing, plus the basic monthly rate, as specified in paragraph c, for the line or lines in question.
 - Definitions: As used in Paragraphs a, b, c and d above, the terms "error," "mistake" or e. "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
 - f. Notice: Such allowances or credits as specified in Paragraphs a, b and c, above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.
 - Incorrect Listings: In the event of an error in the directory-listed telephone number of a g. Subscriber, and the incorrect listing is not assigned, the correct telephone number shall be furnished to the calling party until the issuance of a new directory containing the subscriber's telephone number is published.
 - h. In the event of an error in a directory-listed telephone number and the correct number is already assigned to a Subscriber; that subscriber shall be offered a new telephone number free of charge.

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P.U.C.O. Tariff No. 1 - Local Section 2 1st Revised Page No. 9 Cancels Original Page No. 9

Section 2 - RULES AND REGULATIONS (Cont'd)

E. PAYMENT FOR SERVICE RENDERED (Cont'd)

2. Advance Payments and Deposits (Cont'd)

The Company may require service applicants to establish financial responsibility as a condition precendent to establishing service. Subject to special provisions as may be set forth in this Tariff, any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company and as set forth in Rule 4901: 5-13 of Ohio Adminsitrative Code, may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two hundred thirty percent (230%) of Customer's or Applicant's estimated or actual monthly usage for facilities and service. The Company may separately require a deposit for intra LATA toll services up to an amount not to exceed two hundred thirty percent (230%) of the Customer's or Applicant's actual usage for facilities and services. Payment of a toll deposit shall not be made a condition precedent to a local service applicant obtaining or maintaining local service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the Customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the Customer.

The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected, will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to Customer deposits.

a. Interest on Deposits

Simple interest at the rate of six percent per annum shall be credited or paid to the Customer while the Company holds the deposit.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

c. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

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P.U.C.O. Tariff No. 1 - Local Section 2 1st Revised Page No. 10 Cancels Original Page No. 10

Section 2 - RULES AND REGULATIONS (Cont'd)

E. PAYMENT FOR SERVICE RENDERED (Cont'd)

2. Advance Payments and Deposits (Cont'd)

Deposits. The Company may, in order to safeguard its interests, require an applicant or a Customer to make suitable deposit to be held by the Company or provide a third party guarantor in lien of a deposit as a guarantee of the payment of telephone service charge. Deposits for residential service shall be in accordance with Rule 4901;1-17 of the Code of Rules and Regulations of the Public Utilities Commission of Ohio. A copy of said Rule will be made available for inspection upon request. As modified by Case No. 95-790-TP-C01, calculation of deposit for local service cannot include toll charges. The Company shall not require a toll deposit as a condition precedent to a local service applicant obtaining or maintaining local service. The Company, however, may assess a separate deposit for toll and local services in the same toll.

3. Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any located designated by the Company. All payments shall be credited within one business day of receipt by Company. Customers paying in person shall not incur an additional charge in excess of two times the cost of a first class stamp. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. If objection results in a refund to the Customer, such refund will be with interest at the greater of the unadjusted Customer deposit rate or the applicable late payment rate, if any, for the service classification under which the Customer was billed. Interest will be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on Customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two months after the bill is rendered.

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P.U.C.O. Tariff No. 1 - Local Section 2 1st Revised Original Page No. 12 Cancels Original Page No. 12

Section 2 - RULES AND REGULATIONS (Cont'd)

E. PAYMENT FOR SERVICE RENDERED (Cont'd)

6. Customer Overpayments and Undercharges

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The Company will provide interest on Customer overpayments that are not refunded a. within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the Customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any charges in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer's overpayment was originally recorded to the Customer's account by the Company. The total overcharge and accured interest will be reimbursed or credited to the customer's account within two billing periods after the overcharge is discovered.

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b. Any undercharge may be recovered from the customer in any billing month, based on the appropriate rates, as determined by dividing the amount of the undercharge by the number of months of undercharged or unbilled service, unless the Customer agrees to alternative payment arrangement.

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INSTALLATION SERVICE F.

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission-regulated service involving a Customer premise visit.

ACCESS TO CUSTOMER'S PREMISES G.

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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EFFECTIVE:

Tariff Administrator 4380 Boulder Highway Las Vegas, NV 89121

J. DISCONTINUANCE OF SERVICE (Cont'd)

- 6. The Company may discontinue the furnishings of any and/or all service(s) which the Company is legally entitled to disconnect, to a Customer, without incurring any liability:
 - a. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services in an emergency situation. The Company may discontinue service pursuant to this section if:
 - i. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
 - ii. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
 - iii. The Customer has been given ten (10) days written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
 - iv. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - c) Any other fraudulent means or devices; or
 - v. Use of service in such a manner as to interfere with the service of other users; or
 - vi. Use of service for unlawful purposes.

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ISSUED: January 23, 2002

- J. DISCONTINUANCE OF SERVICE (Cont'd)
 - 6. (Cont'd)
 - b. Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.E; or
 - c. Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that (10) day period; or
 - d. Upon five (5) days written notice for non-payment of a bill for service.
 - 7. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
 - 8. Upon the Company's discontinuance of service to the Customer under this Section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.
 - 9. Service will not be shut off on the date specified in the notice of shutoff or within a reasonable time thereafter if there are no personnel available to reconnect service.
 - Service will not be shut off while a complaint related to the reason for shutoff is pending.
 - 11. The Company may shutoff Service to Residential Customers pursuant to the notice and other requirements of the Commission's rules.
 - 12. Local Service may only be disconnected for nonpayment of local charge. Partial payments applied toward any past due amount in a bill or the balance due on a disconnection notice must first be apportioned to past due regulated local service charges, then to any current local service charges, before being applied to any toll or non-regulated charges.
 - 13. Subject to billing and collection agreements, when acting on behalf of or as a toll provider, the Company may block access to all toll providers for nonpayment of regulated toll charges by Customer. The Company will not deny the blocked Customer the right to select another toll provider through a presubscribed interexchange carrier (PIC) mechanism.
 - 14. The Company may not discontinue service earlier than 14 days of the postmark in the Customer's bill. Written notice of disconnection shall be provided to the Customer at least seven days prior to the service disconnection date.

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ISSUED: January 23, 2002

L. ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

1. Application of Rates

Residential rates as described in this tariff apply to service furnished in private homes or apartments (including all parts of the Customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the Customer, members of the Customer's domestic establishment and joint users.

2. Telephone Number Changes

When a residential Customer requests a telephone number change, the referral period for the disconnected number is 90 days, or until the issuance of a new directory containing the Customer's new telephone number, whichever occurs first.

When service in an existing location is continued for a new Customer, the existing number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

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ISSUED: January 23, 2002

L. ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

3. Deposits

a. General

Except as provided in paragraph b following, the Company may require a deposit, as described in Section 2, subsection E.2 of this Tariff, from a residential Customer who fails to establish creditworthiness. In determining creditworthiness, the Company may consider the Applicant's unpaid debt as well as any pertinent information obtained from a credit reporting bureau. Applicant's service request will not be denied solely on the grounds that the Applicant has failed to pay for a type of service other than local exchange. In a manner just, reasonable and nondiscriminatory, the Company may pursuant to a contract obligating it to do so, enforce the tariff and establish credit and deposit policies of another telecommunication provider.

The Company may deny service to an applicant who has outstanding charges for the type of service the Customer seeks to establish or re-establish.

An existing Customer is an applicant for service who was a Customer of the Company within twelve (120 months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within ten (10) days of such termination for nonpayment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed six (6) months.

A new Customer is an applicant for service who has not been a Customer of the Company within twelve (12) months of making the request for service. A new Customer shall not be required to post a security deposit as a condition of receiving telephone service.

A seasonal Customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal Customer may be required to post a deposit.

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P.U.C.O. Tariff No. 1 - Local Section 2 1st Revised Page No. 23 Cancels Original Page No. 23

Section 2 - RULES AND REGULATIONS (Cont'd)

- L. ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)
 - 3. Deposits (Cont'd)
 - b. Customers Exempt from Deposits
 - i. A new Customer or existing Customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing Customer, the Company may suspend or terminate service unless the Customer pays the required deposit. Any new Customer or existing Customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.
 - The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.
 - iii. Applicants for residential service are all exempt from Deposits if the Applicant can produce a written guarantee by a third-party guarantor with a credit rating that meets the standard of Rule 4901: 1-17-03 A(2) of the Ohio Administrative Code. Once the Customer satisfies the requirements for a refund of deposits the guarantor will be released from all further responsibilities for the account. The guarantor may terminate the guarantee after 30 days' notice to the Company. In the event the guarantor withdraws its guarantee, the Customer may be required to establish creditworthiness in order to continue service.

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Tariff Administrator 4380 Boulder Highway Las Vegas, NV 89121

L. ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

- 3. Deposits (Cont'd)
 - c. Recent Payment History

A Customer who has a recent payment history (within the preceding twelve (12) months) with the Company is entitled to service without payment of a deposit unless his or her records indicate a delinquency in payment or a termination of service for nonpayment. A Customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the Customer had service for three months and was not terminated for nonpayment during that period

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New deposits from a residential Customer is reviewed after the first three (3) monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to a residential Customer after one (1) year, unless the Customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

4. Installment Billing for Nonrecurring Charges

A residential Customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a twelve (12) month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

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P.U.C.O. Tariff No. 1 - Local Section 2 1st Revised Page No. 29 Cancels Original Page No. 29

Section 2 - RULES AND REGULATIONS (Cont'd)

L. ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

10. Backbilling for Residential Customers

The Company shall not charge a residential Customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than one (1) year prior to the mailing of the bill or the upward adjustment unless the conduct of the Customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the Customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of service is not permitted for charges billed in excess of one (1) year after the service was provided. The Customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the Back billing period.

- 11. Within 60 days of service initiation, new residential local service subscribers shall be permitted a one time change of their type of local exchange service (*i.e.*, flat rate, message, or measured service) without charge. This option does not preclude the Company from charging for the original service connection, monthly charges for services used and for the addition or removal of any optional service.
- 12. Within sixty days of a change in their type of service, existing residential local service subscribers may return to their prior type of local service once without charge. This option does not preclude the Company from charging for the original service connection monthly charges for services used and for the additional monthly charges for services used and for the addition or removal of any optional service. This option does not apply to subscriber's who have availed themselves of the relief provided in subsection L.11 above.

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ALLOWANCES FOR INTERRUPTIONS IN SERVICE M.

- 1. Credit for Interruptions:
 - When a subscriber's service is interrupted and remains out of service for more than a. twenty-four consecutive hours after being reported to the Company or after being found by the Company to be out of service, (whichever occurs first), the Company shall make an adjustment to the subscriber's account in accordance with Paragraph (B) of this rule. The length of such service interruption shall be computed on a continuous basis, Saturdays, Sundays and holidays included.
 - b. If a service interruption exceeds twenty-four hours, but is less than forty-eight hours, the adjustment shall be at least the pro-rata portion of the monthly charge(s) for any and all local services rendered inoperative during the interruption. Credit for longer interruptions shall be tiered as follows:
 - i. Any Subscriber who experiences a service interruption in excess of forty-eight hours but less than seventy-two hours shall be provided with a credit equal to at least one third of one months charges for any local services rendered inoperative.
 - ii. Any subscriber who experiences a service interruption in excess of seventy-two hours but less than ninety-six hours shall be provided a credit equal to at least two thirds of one months charges for any local services rendered inoperative.
 - iii. Any subscriber who experiences a service interruption in excess of ninety-six hours shall be provided a credit equal to at least one months charges for any local services rendered inoperative.

Computation of such credits shall apply to all charges for basic and regulated optional local services rendered inoperative. The exceptions listed in paragraph (A) of this rule also apply to paragraph (B) of this rule.

- iv. Company may apply for a wiaver of this subsection in the event of a verifiable act of God.
- c. In the event the Company fails to install new service within five business days of an application for new service or fails to install such service by the requested installation date when at least five days notice is given, the Company shall waive at least one-half of the non-recurring installation charges. Furthermore, if the Company fails to install new service within ten business days of an application for new service, or fails to install such service by the requested installation date, when at least ten days notice is given, the Company shall waive all non-recurring installation charges. Such credits shall not be required where.

ISSUED: January 23, 2002

EFFECTIVE:

(Z)

(N)

(N)

Tariff Administrator 4380 Boulder Highway Las Vegas, NV 89121

Case No. 99-559-TP-ACE

DC01/EDMOA/167844.2

O. SUBSCRIBER BILLS

- 1. The Company shall provide billing statements for local service on a monthly basis, unless a different schedule is arranged by the Customer and agreed to by the Company.
- Upon a Customer's request, the Company will provide to the Customer an itemization for each local measured-rate call billed during the requested billing period. Such itemization shall be provided free of charge once every 12 months.
- 3. A least annually, the Company shall prescribe the following to all local residential and single line business customers: (a) an itemized list of basic and optional services to which the Customer subscribes; (b) the monthly rate of each service; and (c) the amount of a security deposit, including interest, being held by the Company.

P. CONTESTED CHARGES

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company within one (1) year after receipt of bill. Contested charges will be handled in accordance with § 4901: 1-5-05 of the Ohio Administrative Code. In the event a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.) The Company shall provide an interim report to the Customer if the Complaint is not resolved within ten (10) days.

Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Public Utilities Commission of Ohio. The address of the Commission:

180 East Broad Street Columbus, Ohio 43215-3793

ISSUED: January 23, 2002

P.U.C.O. Tariff No. 1 - Local Section 3 1st Revised Page No. 3 Cancels Original Page No. 3

Section 3 - SERVICE ESTABLISHMENT AND CHANGE CHARGES (Cont'd)

B. General Regulations (Cont'd)

- 1. Service establishment and Change Charges apply in addition to all other rates and charges for service provided by the Telephone Company.
- 2. The charges specified in this section contemplate work being performed by the Telephone Company during the usual working hours on normal working days. When, at the specific request of the customer or applicant for service, work is performed at other times, either for the convenience of the customer or applicant for service or for other reasons not under the control of the Telephone Company, the expense incurred by the Telephone Company in excess of the normal expense of such work, when performed during usual working hours on normal working days, may be billed to the customer or applicant for service, in addition to the charges otherwise applicable.
- 3. Company shall provide nonpublished service to any subscriber upon written or verbal request. The Customer's nonpublished information will not be disclosed, except as follows:
 - (a) To authorized local service provider personnel, including authorized agents;
 - (b) Where permitted by tariff, to the subscriber's primary toll service provider for billing purposes only;
 - (c) To appropriate authorities for inclusion in the 9-1-1 emergency services network; and
 - (d) To authorized personnel for municipal utilities through the disclosure of information contained within the 9-1-1 emergency service database, for the purpose of handling Customer calls in times of public emergencies or service outages.

C. Nonrecurring Charges

1. Application of NRCs to Establish Services

Except where otherwise specified in this paragraph, the same nonrecurring charges apply to residence, non-residence and semi-public service.

The Central Office Connection and Line Connection Charges do not apply to the transfer of an existing central office line serving a reseller's end user when there is no interruption of service.

(N)

(N)

ISSUED: January 23, 2002

Section 3 - SERVICE ESTABLISHMENT AND CHANGE CHARGES (Cont'd)

C. Nonrecurring charges (Cont'd)

1. Application of NRCs to Establish Services (Cont'd)

c. Concentrator-Identifier

			Con	nplex		Si	mple	
JANAS					Resi	dence	Non-Re	esidence
		. 47	Min	Max	Min	Max	<u>Min</u>	Max
- Talking paths, per circuit (1) Terminations in same CO area (2) Terminations in different CO			\$91	\$165	-	-	-	-
area			\$170	\$300	-	_	-	_
- Connections of patrons' lines to concline (1) Patron and concentra area			\$75	\$130	-	<u>-</u>	-	-
(2) Patron and concentra CO area	tor in dif		\$150	\$270	-		<u></u>	-
		Con	mplex		Si		mple	
	Resi	dence	Non-Residence		Residence		Non-Residence	
	Min	Max	<u>Min</u>	<u>Max</u>	<u>Min</u>	Max	<u>Min</u>	Max
d. Miscellaneous Service or Features	\$11	\$20	\$11	\$20	\$13	\$24	\$14	\$24
The above charge applies per individual exchange service, per occasion to the following:								
- Custom Calling Service and Advanced Custom Calling Service (other than Calling Party Number Blocking or Call Trace)								
Note: The absence of an NRC for any specific service does not imply the waiver of appropriate NRCs for other than concurrently installed services.								
- to establish one or more custom or advanced custom calling feature(s)	_							

ISSUED: January 23, 2002

EFFECTIVE:

Tariff Administrator 4380 Boulder Highway Las Vegas, NV 89121

Case No. 99-559-TP-ACE

- C. Nonrecurring charges (Cont'd)
 - 1. Application of NRCs to Establish Services (Cont'd)
 - a. Exchange Service Changes (Cont'd)

	Complex				Simple			
	Resi	dence	Non-Residence		Residence		Non-Residenc	
	Min	Max	<u>Min</u>	Max	Min	Max	Min	Max
Message rate to flat rate, vice versa	\$20	\$36	_	-	\$6	\$12	-	_
Measured rate to flat rate, vice versa	\$20	\$36	_	-	\$6	\$12		_
Message rate to measured rate, vice versa	\$20	\$36	-		\$6	\$12	\$6	\$12
Semi-Public from One-Way to Two-Way or vice versa	\$20	\$36	-	-	\$6	\$12	\$6	\$12
Minute Line rate to flat rate, vice versa	\$20	\$36	-	-	\$6	\$12	_	_
Minute Line rate to measured rate, vice versa	\$20	\$36	_	-	\$ 6	\$12	-	_

(2) Except as set forth in e. Following, the charge set forth below applies for each change from one to another of the following types of service with no lapse in service:

	Complex					Sin	ıple	
	Residence Non-Residence		Resid	lence		sidence		
	Min	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Change Charge	\$20	\$37	\$30	\$54	\$6	\$12	\$6	\$12

- Local exchange service
- Optional local area service
- Community calling service
- Optional off-peak toll service
- Econo-Call service
- Two point service Schedule A and B
- Two point service Ameritech Value Calling Plan

ISSUED: January 23, 2002

EFFECTIVE:

Tariff Administrator 4380 Boulder Highway Las Vegas, NV 89121

Case No. 99-559-TP-ACE

P.U.C.O. Tariff No. 1 - Local Section 7 1st Revised Page No. 30 Cancels Original Page No. 30

Section 7 - OPERATOR, DIRECTORY ASSISTANCE AND LISTING SERVICES

I. Directories

1. Distribution

The Company shall ensure that its customers are annually provided, free of charge, a printed directory containing, at a minimum, all of the published telephone number of subscribers in the local call area. Where a subscriber's local calling area changes through extended area service or other means, the local service provider shall provide, upon request, a directory of all published telephone numbers for that expanded local calling area.

(N) (C) (D)(N)(C (N)

(N)

2. Ownership and Use

- a. Directories regularly furnished to customers are the property of the Company, are furnished only as an aid to the use of the service, and are to be returned to the Company upon request.
- b. No binder, holder, auxiliary cover, insert or attachment of any kind which mutilates the directory or is so attached as to interfere with reference to essential service information or directories, shall be used on or in connection with any directory furnished by the Company.

ISSUED: January 23, 2002

NOS COMMUNICATIONS, INC. IXC TARIFF

Long Distance Tariff P.U.C.O. No. 1

1st Revised Page No. 13

Cancels Original Page No. 13

SECTION 2 RULES AND REGULATIONS (Cont'd)

J. Installation and Termination

Service is installed upon mutual agreement between the customer and the Company. The service agreement does not alter rates specified in this tariff.

K. Payment for Service

The customer is responsible for payment of all charges for services and equipment furnished to the customer or to an authorized user of the customer by the Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agency. Terms of payment shall be according to § 4901:1-5-06 of the OHIO ADMIN CODE. Any objections to billed charges must be promptly reported to the Company. Adjustments to customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

(C)

A late charge of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Customers is in arrears. Late payment charges will be applied without discrimination.



L. Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company.

M. Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the customer.

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Tariff Administrator 4380 Boulder Highway Las Vegas, NV 89121

Case No. 99-559-TP-ACE

Long Distance Tariff P.U.C.O. No. 1

1st Revised Page No. 14

Cancels Original Page No. 14

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

1.		Company may refuse or discontinue service with proper written notice (at least seven prior to the proposed disconnection date) to the customer for any of the following ns:	(C)
	(a)	For failure of the customer to pay a bill for toll and other non-local services by the bill due date, which shall be at least 14 days from the date of the postmark on the bill.	(C)(I (C)(I (N)
	(b)	For failure of the customer to meet the Company's advance payment and credit requirements.	
	(c)	For failure of the customer to make proper application for service.	
	(d)	For customer's violation of any of the Company's rules on file with the Commission.	
	(e)	For failure of the customer to provide the Company reasonable access to its equipment and property.	
	(f)	For customer's breach of any contract for service between the Company and the customer.	
	(g)	For a failure of the customer to furnish such service, equipment, and/or rights-of- way necessary to serve said customer as shall have been specified by the Company as a condition of obtaining service.	
	(h)	Assuming time permits, when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.	(C)

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Tariff Administrator

4380 Boulder Highway Las Vegas, NV 89121

Case No. 99-559-TP-ACE

1st Revised Page No. 15

Cancels Original Page No. 15

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

N. Refusal or Discontinuance by Company (Cont'd)

- 2. The Company may refuse or discontinue service without notice to the customer for any of the following reasons:
 - (a) In the event of tampering with the Company's equipment.
 - (b) In the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the Company.
 - (c) In the event of a customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 3. The Company shall use reasonable means to attempt to notify the Customer prior to disconnecting the Customer's service for fraudulent use.
- 4. Any service disconnection shall take place during normal business hours; however, no disconnection for non-payment shall occur after 12:30 p.m. on a day preceding a date that all services are necessary for reconnection are not available.
- 5. For purposes of disconnection, partial payment must be apportioned to regulated local exchange service charges first, before being applied by the Company to any toll charges.
- 6. The Company will not disconnect the toll service of a Customer who pays the amount due on its account by the close of business on the disconnection date listed on the notice.

O. Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by customer. Before giving such notice, customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by customer and connected to the Company's terminal. Interruptions caused by customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the customer has the option of using the long distance network via local exchange company access.

ISSUED: January 23, 2002

EFFECTIVE: Tariff Administrator 4380 Boulder Highway Las Vegas, NV 89121

Case No. 99-559-TP-ACE

(N)

(N)

Long Distance Tariff P.U.C.O. No. 1

1st Revised Page No. 16

Cancels Original Page No. 16

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

P. Inspection, Testing and Adjustment

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

Q. Tests, Pilots, and Promotional Campaigns

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a customer.

R. Cost of Collection and Repair

The customer is responsible for any and all costs incurred in the collection of money due the Company including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

S. Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company within one year after receipt of bill. Contested charges will be handled in accordance with § 4901:1-5-05 of the OHIO ADMIN CODE. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may 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. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)
- Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Public Utilities Commission. The address of the Commission is:

180 East Broad Street Columbus, Ohio 43215-3793 | |-| |(N)

(N)

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Tariff Administrator 4380 Boulder Highway Las Vegas, NV 89121

Case No. 99-559-TP-ACE DC01/EDMOA/172363.1

NOSVA LIMITED PARTNERSHIP IXC TARIFF

Tariff P.U.C.O. No. 1 1st Revised Page 12 Cancels Original Page 12

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

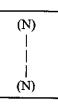
2.9 Installation and Termination

Service is installed upon mutual agreement between the customer and the Company. The service agreement does not alter rates specified in this tariff.

2.10 Payment for Service

The customer is responsible for payment of all charges for services and equipment furnished to the customer or to an authorized user of the customer by the Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agency. Terms of payment shall be according to § 4901:5-06 of the Ohio Admin Code. Any objections to billed charges must be promptly reported to the Company. Adjustments to customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

A late charge of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Customer is in arrears. Late payment charges will be applied without discrimination.



(C)

2.11 Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company.

2.12 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the customer.

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Tariff P.U.C.O. No. 1 1st Revised Page 13 Cancels Revised Page 13

SECTION 2 RULES AND REGULATIONS (Cont'd)

2.13	Refusal	or	Discontinuance	by	Company
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2.13.1 The Company may refuse or discontinue service with proper written notice (at least seven days prior to the disconnection date) to the customer for any of the following reasons:

(C) (C)(N

(a) For failure of the customer to pay a bill for toll and other non-local service by the bill due date, which shall be at least 14 days from the date of the postmark on the bill.

(C)(N (N) (N)

- (b) For failure of the customer to meet the Company's advance payment and credit requirements.
- (c) For failure of the customer to make proper application for service.
- (d) For customer's violation of any of the Company's rules on file with the Commission.
- (e) For failure of the customer to provide the Company reasonable access to its equipment and property.
- (f) For customer's breach of any contract for service between the Company and the customer.
- (g) For a failure of the customer to furnish such service, equipment, and/or rights-ofway necessary to serve said customer as shall have been specified by the Company as a condition of obtaining service.

(h) Assuming time permits, when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

(C)(N

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William P. Wright 4380 Boulder Highway

Las Vegas, Nevada 89121

Tariff P.U.C.O. No. 1 1st Revised Page 14 Cancels Original Page 14

SECTION 2 RULES AND REGULATIONS (Cont'd)

2.13 Refusal or Discontinuance by Company (Cont'd)

- 2.13.2 The Company may refuse or discontinue service without notice to the customer for any of the following reasons:
 - (a) In the event of tampering with the Company's equipment.
 - (b) In the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the Company.
 - (c) In the event of a customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.13.3 The Company shall use reasonable means to attempt to notify the Customer prior to disconnecting the Customer's service for fraudulent use.
- 2.13.4 Any service disconnection shall take place during normal business hours; however, no disconnection for non-payment shall occur after 12:30 p.m. on a day preceding a date that all services are necessary for reconnection are not available.
- 2.13.5 For purposes of disconnection, partial payment must be apportioned to regulated local exchange service charges first, before being applied by the Company to any toll charges.
- 2.13.6 The Company will not disconnect the toll service of a Customer who pays the amount due on its account by the close of business on the disconnection date listed on the notice.

2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment or communications systems provided by the customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by customer. Before giving such notice, customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by customer and connected to the Company's terminal. Interruptions caused by customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the customer has the option of using the long distance network via local exchange company access.

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William P. Wright 4380 Boulder Highway Las Vegas, Nevada 89121

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Tariff P.U.C.O. No. 1

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SECTION 2 RULES AND REGULATIONS (Cont'd)

2.15 Inspection, Testing and Adjustment

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

2.16 Tests, Pilots, and Promotional Campaigns

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a customer.

2.17 Cost of Collection and Repair

The customer is responsible for any and all costs incurred in the collection of money due the Company including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.18 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company within one year after receipt of bill. Contested charges will be handled in accordance with § 4901:1-5-04 of the OHIO ADMIN CODE. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may 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. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)
- 2. Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Commission. The address of the Commission is:

180 East Broad Street Columbus, Ohio 43215-3793

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Issued By:

William P. Wright 4380 Boulder Highway Las Vegas, Nevada 89121

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AFFINITY NETWORK INCORPORATED IXC TARIFF

AFFINITY NETWORK INCORPORATED

Long Distance Tariff P.U.C.O. No. 1

1st Revised Page No. 13

Cancels Original Page No. 13

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

J. Installation and Termination

Service is installed upon mutual agreement between the customer and the Company. The service agreement does not alter rates specified in this tariff.

K. **Payment for Service**

The customer is responsible for payment of all charges for services and equipment furnished to the customer or to an authorized user of the customer by the Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agency. Terms of payment shall be according to § 4901:1-5-06 of the OHIO ADMIN CODE. Any objections to billed charges must be promptly reported to the Company. Adjustments to customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

(C)

A late charge of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Customer is in arrears. Late payment charges will be applied without discrimination.



L. Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company.

M. Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the customer.

ISSUED: January 23, 2002

EFFECTIVE: Tariff Administrator

3660 Wilshire Blvd., 4th Floor Los Angeles, CA 90010

Case No. 99-558-TP-ACE

DC01/EDMOA/172355.1

AFFINITY NETWORK INCORPORATED

Long Distance Tariff P.U.C.O. No. 1

1st Revised Page No. 14

Cancels Original Page No. 14

SECTION 2 RULES AND REGULATIONS (Cont'd)

N. Refusal or Discontinuance by Company

1. The Company may refuse or discontinue service with proper written notice (at least seven days prior to the proposed disconnection) to the customer for any of the following reasons:

(C) (C)(N

(a) For failure of the customer to pay a bill for toll and other non-local services by the bill due date, which shall be at least 14 days from the date of the postmark on the bill.

(C) (C)(N (N)

- (b) For failure of the customer to meet the Company's advance payment and credit requirements.
- (c) For failure of the customer to make proper application for service.
- (d) For customer's violation of any of the Company's rules on file with the Commission.
- (e) For failure of the customer to provide the Company reasonable access to its equipment and property.
- (f) For customer's breach of any contract for service between the Company and the customer.
- (g) For a failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the Company as a condition of obtaining service.
- (h) Assuming time permits, when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

(C)

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EFFECTIVE:

Tariff Administrator 3660 Wilshire Blvd., 4th Floor Los Angeles, CA 90010

Case No. 99-558-TP-ACE

AFFINITY NETWORK INCORPORATED

Long Distance Tariff P.U.C.O. No. 1

1st Revised Page No. 15

Cancels Original Page No. 15

SECTION 2 RULES AND REGULATIONS (Cont'd)

N. Refusal or Discontinuance by Company (Cont'd)

- 2. The Company may refuse or discontinue service without notice to the customer for any of the following reasons:
 - (a) In the event of tampering with the Company's equipment.
 - (b) In the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the Company.
 - In the event of a customer's use of equipment in such a manner as to adversely (c) affect the Company's equipment or the Company's service to others.
- 3. The Company shall use reasonable means to attempt to notify the Customer prior to disconnecting the Customer's service for fraudulent use.
- 4. Any service disconnection shall take place during normal business hours; however, no disconnection for non-payment shall occur after 12:30 p.m. on a day preceding a date that all services are necessary for reconnection are not available.
- 5. For purposes of disconnection, partial payment must be apportioned to regulated local exchange service charges first, before being applied by the Company to any toll charges.
- 6. The Company will not disconnect the toll service of a Customer who pays the amount due on its account by the close of business on the disconnection date listed on the notice.

O. **Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by customer. Before giving such notice, customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by customer and connected to the Company's terminal. Interruptions caused by customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the customer has the option of using the long distance network via local exchange company access.

ISSUED: January 23, 2002

Case No. 99-558-TP-ACE

Los Angeles, CA 90010

EFFECTIVE: Tariff Administrator 3660 Wilshire Blvd., 4th Floor (N) (N)

Long Distance Tariff P.U.C.O. No. 1

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SECTION 2 _ RULES AND REGULATIONS (Cont'd)

P. Inspection, Testing and Adjustment

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

Q. Tests, Pilots, and Promotional Campaigns

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a customer.

R. Cost of Collection and Repair

The customer is responsible for any and all costs incurred in the collection of money due the Company including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

S. Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company within one year after receipt of bill. Contested charges will be handled in accordance with § 4901:1-5-04 of the OHIO ADMIN CODE. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may 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. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)
- 2. Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Commission. The address of the Commission is:

180 East Broad Street Columbus, Ohio 43215-3793

ISSUED: January 23, 2002