



RECEIVED-DOCKETING DIV

5792 Widewaters Parkway

Dewitt, New York 13214

Phone: 800-889-6717 • Fax: 315-449-0582

2003 JAN 22 AM 10:07

PUCO

Via Overnight Mail

January 21, 2003

03-226-CT. ACE

Public Utilities Commission of Ohio
ATTENTION: Docketing, 10th Floor
180 East Broad Street
Columbus, OH 43215-3793

Re: Worldnet Communications, Inc.

To Whom It May Concern:

Enclosed please find an original and 10 copies of the following documents:

1. Public Competitive Telecommunications Service Provider 563 Registration Form
2. Service Requirements Form
3. Tariff

If you have any questions or further information is required, please contact either myself or Maria Vespari at (315) 445-6300.

Sincerely,

Vanessa M. Loysen
Office Manager

/vml

Encs.

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 3 Date Processed 1-22-02

PUBLIC UTILITIES COMMISSION OF OHIO

PUBLIC COMPETITIVE TELECOMMUNICATIONS SERVICE PROVIDER

563 REGISTRATION FORM

ISSUED: December 21, 1995

In the Matter of the Application of _____)

) Case No

03-226-CT-ACE

Name of Registrant Worldnet Communications, Inc.

Registrant's Address 5792 Widewaters Parkway, Syracuse, NY 13214

Contact Person Maria Vespari

(Phone - 315-445-6319)

Date _____ TRF Docket No. _____-CT-TRF

- I. Indicate the reason for submitting this form (check only one) (NOTES: 1. If a waiver is filed in conjunction with an automatic case, see I.D.2.b. of the 563 guidelines for the applicable automatic time frame; and 2. The number of copies noted below must be accompanied by an original filing. Facsimiles are not acceptable.):

- ☐ 1. (ABN) Withdrawal or Abandonment of all Services (14-day notice, 13 copies)
- ☒ 2. (ACE) New Operating Authority (30-day approval, 10 copies)
 - ☐ IXC ☐ AOS ☐ CAP ☐ Cellular ☐ Paging
 - ☐ Other _____
- ☐ 3. (AMT) Merger (14-day notice, 13 copies)
- ☐ 4. (ATR) Transfer or Transaction Affecting Operating Authority (14-day notice, 7 copies)
- ☐ 5. (ARJ) All Other Requests for Relief from Jurisdiction (NOT automatic, 10 copies)
- ☐ 6. (MTW) "Me Too" Waiver (30-day approval, 10 copies)
- ☐ 7. (RRJ) Interexchange Switchless Rebiller Request for Relief from Jurisdiction (30-day approval, 10 copies)
- ☐ 8. (WVR) Request for Waiver from Portion(s) of 563 pursuant to I.D.3. of the 563 guidelines. (NOT automatic, 10 copies)
- ☐ 9. (ZAC) Contract (0-day notice, 10 copies)
- ☐ 10. (ZCN) Change of Name (0-day notice, 10 copies)
- ☐ 11. (ZCO) Change in Ownership (0-day notice, 10 copies)
- ☐ 12. (ZTA) Introduction of new tariffed service(s), textual revision, correction of error, addition of service area(s), etc. (0-day notice, 10 copies)
- ☐ 13. (UNC) Unclassified (explain) _____ (NOT automatic, 10 copies)
- ☐ 14. Other (explain) _____ (NOT automatic, 10 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 15. Introduction or Extension of Promotional Offering
- ☐ 16. New Price List Rate for Existing Service.
- ☐ 17. Designation of Registrant's Process Agent(s)

- II. Indicate which of the following exhibits have been filed. The numbers (corresponding to the list above) indicate, at a minimum, the types of cases in which the exhibit is required:

- ☒ A copy of registrant's proposed informational tariff. (2)
- ☒ Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio. (2)
- ☒ List of names, addresses, and phone numbers of officers and directors, or partners. (2-4)
- ☒ Brief description of service(s) proposed, as well as the targeted market(s). (2)
- ☒ Copy of tariff sheet(s) & price list(s) superseded, marked as Exhibit A. (1,3-4,6, 8,10,12-16)

- ☐ Copy of revised tariff sheets & price lists, marked as Exhibit B. (1,3-4,6,8,10,12-16)
- ☐ If increase to residential MTS, DA, or traditional operator surcharges, specify which notice procedure will be utilized: _____ real time; or _____ annual. (12, 16)
- ☐ Copy of real time notice which has been provided to customers. (1,3,10-12,16)
- ☐ Copy of annual notice which will be sent to customers is: _____ included with this filing; or will be filed with the Commission _____ (month) _____ (year). (16)
- ☐ Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is business _____, residence _____, or both _____ as well as whether it is a switched _____ or dedicated _____ service. Include this information in either the cover letter or label as "Exhibit C". (3,6,8,12-15)
- ☐ Delineation of any deaveraged message toll service, if applicable. (6, 12-16)
- ☐ Statement explaining rationale for proposal. (1,3-5,10-11)
- ☐ List of Ohio counties specifically involved or affected (1-6,8,10,16)
- ☒ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). (2-4,7,10) (In transfer of certificate cases, the transferee's good standing must be established).
- ☐ Justification for waiver of specific element(s) of 563. (6,8)
- ☐ Responses to questions contained in Appendix A, Attachment 4 to the 563 guidelines (7)
- ☐ For radio common carriers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and/or 489 which the applicant has filed with the Federal Communications Commission. (2-4)
- ☐ Other information requested by the Commission staff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

Mandatory requirements for all CTS providers:

- ☒ Sales tax
- ☒ Deposits

Service requirements for CTS providers of certain services (check all applicable):

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service
- ☐ Emergency Services Calling Plan
- ☐ Alternative Operator Service (AOS) requirements
- ☒ Limitation of Liability
- ☒ Termination Liability Language

IV. List names, titles, and addresses of those persons authorized to make and/or verify filings at the Commission on behalf of the registrant:

William M. Kelly, Jr. President; Tom O'Connor, Treasurer (recipient
of Annual Report); Maria Vespari, Project Coordinator; Vanessa
Loysen, Office Manager

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

VERIFICATION

William M. Kelly, Jr.

I, William M. Kelly, Jr. President verify that I have utilized, verbatim, the Commission's 563 Registration Form issued December 21, 1995 and that all of the information submitted here, and all additional information submitted in connection with Case No. ____-____-CT-____ is true and correct to the best of my knowledge.

[Signature]
(Signature)*

1/21/03
(Date)

* A verification is required for every filing. It may be signed by counsel or a process agent designated by the Registrant, except that initial certification cases (ACE) must be signed by an officer of the registering entity.

Send your completed Registration 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

WORLDNET COMMUNICATIONS, INC.
OHIO Application

II. Service Description

The company provides resale toll services to patients and students in hospitals, schools and other similar institutions. Coordinates billing and collection services for hospitals, schools and other similar institutions primarily through third-party billing entities such as the local exchange carriers, and provides other telecommunications services to hospitals, provided that the company does not provide any local exchange services.

WORLDNET COMMUNICATIONS, INC.

OHIO Application

II. List of Directors and Officers

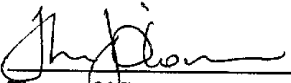
<u>Directors:</u>	<u>Address</u>	<u>Telephone</u>
William M. Kelly, Jr.	5792 Widewaters Parkway Syracuse, New York 13214	(315) 445-6308
Kevin J. Kelly	5792 Widewaters Parkway Syracuse, New York 13214	(315) 445-6308
Brian P. Kelly	5792 Widewaters Parkway Syracuse, New York 13214	(315) 445-6308

<u>Officers:</u>	<u>Address</u>	<u>Telephone</u>
William M. Kelly, Jr. CEO and President	5792 Widewaters Parkway Syracuse, New York 13214	(315) 445-6308
Thomas O' Connor Treasurer	5792 Widewaters Parkway Syracuse, New York 13214	(315) 445-6363
Victoria A. Ramundo Secretary	5792 Widewaters Parkway Syracuse, New York 13214	(315) 445-6308

WORLDNET COMMUNICATIONS, INC.
OHIO Application
II. Statement of Treasurer – Ohio Dept. of Taxation

I, Thomas O'Connor, Treasurer of the Applicant, do hereby affirm that I notified the Ohio Department of Taxation on July 25, 2000 of the intent of Worldnet Communications, Inc. to conduct operations as a telephone utility in the State of Ohio.

Sworn to on this 21st day of January, 2003.



Thomas O'Connor
Treasurer

200231102916

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/12/2002	200231102916	FOREIGN LICENSE/FOR-PROFIT (FLF)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

TMS
5792 WIDEWATERS PKWY
ATTN: VANESSA M. LOYSEN
DEWITT, NY 13214

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

1350914

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

WORLDNET COMMUNICATIONS INC.

and, that said business records show the filing and recording of:

Document(s):

FOREIGN LICENSE/FOR-PROFIT

Document No(s):

200231102916

Authorization to transact business in Ohio is hereby given, until surrender, expiration or
cancellation of this license.



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 7th day of November, A.D. 2002.

J. Kenneth Blackwell
Ohio Secretary of State

SERVICE REQUIREMENTS FORM

The provider affirms that it is in compliance with Commission directives concerning the following checked items, and that this represents an up-to-date listing of applicable "generic" service requirements. The provider understands that this in no way supersedes the context of the applicable Commission orders described below.

A. MANDATORY REQUIREMENTS FOR ALL CTS PROVIDERS:

☒ 1. SALES TAX

Applicable to all competitive telecommunication service providers (See also Case No. 87-1010-TP-UNC)

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

☒ 2. DEPOSITS

If a deposit is requested, it may not exceed the estimated charges for two months tariffed services plus 30 percent of the monthly estimated charge for a specified customer. Deposits held for less than 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days or longer will be handled in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code.

B. REQUIREMENTS FOR PROVIDERS OF CERTAIN CTSs, OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable):

N/A ☐ 1. DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE

Applicable to all competitive telecommunication service providers offering message toll service (MTS) (See also Case No. 87-206-TP-COI and 91-113-TP-COI):

- a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities,

Provider's Name: Worldnet Communications, Inc.

12/93

Case No. ____-____-CT-____

Case No. ____-____-CT-TRF

Issued: (Date Filed) January 22, 2003

including those hearing disabled, deaf, deaf/blind, and speech disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.

- b. Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled are eligible to receive a discount off their MTS rates.
- c. Upon receipt of the appropriate application, and certification or verification by a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:
 - i. Off the basic MTS, current, price list day rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; a 60 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a 70 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or
 - ii. Off the basic MTS, current, price list day rates: no less than a straight 70 percent discount shall be made available on a 24-hour a day basis; or
 - iii. For MTS offered pursuant to the mileage-banded rate structure established in the Commission's April 9, 1985 Opinion and Order in Case No. 84-944-TP-COI, with the traditional day, evening, and night/weekend discounts: the "evening" discount off the intrastate, interexchange,

Provider's Name: Worldnet Communications, Inc.

October 16, 1995

Case No. ____-____-CT-____

Case No. ____-____-CT-TRF

Issued: (Date Filed) January 22, 2003

customer-dialed, station-to-station calls placed during the "day" period Monday through Friday; and the "night/weekend" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "evening" period Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/weekend" discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the "night/weekend" period any day, the "day" period Sunday, and all day Saturday.

- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

N/A ☐ 2. EMERGENCY SERVICES CALLING PLAN **N/A**

Applicable to all competitive telecommunication service providers offering MTS (See also Case Nos. 85-1466-TP-COI and 89-54-TP-COI):

Message toll telephone calls, to governmental emergency service agencies as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers:

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.
- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

Provider's Name: Worldnet Communications, Inc.
Case No. ____-____-CT-____
Case No. ____-____-CT-TRF
Issued: (Date Filed) January 22, 2003

October 16, 1995

N/A □ 3. ALTERNATIVE OPERATOR SERVICES N/A

The following applies to the provision of alternative operator services (AOS) (see also Case No. 88-560-TP-COI):

Preceding the maximum operator-assisted surcharges set forth in the text of the proposed tariff, as well as preceding the operator-assisted surcharges set forth in the price list attached to the proposed tariff, the CTS provider must insert a statement which specifies whether the rates as set forth apply to the provider's provision of traditional operator services, AOS, or both.

a. Definitions

- i. AOS are those services provided by the provider in which the customer and the end user are totally separate entities. The provider contracts with the customer to provide the AOS; however, the provider does not directly contract with the end user to provide the services even though it is the end user who actually pays for the processing of the operator-assisted calls.
- ii. Traditional operator services are those services provided by the provider in which the end user has a customer relationship with the provider, the provider contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator-assisted calls.

b. AOS Service Parameters

- i. For local operator-assisted calls, the AOS provider shall not charge the billed party more than the local exchange company (LEC) price list rates for a local operator-assisted call in the same exchange. This requirement includes both the rates for MTS and operator surcharges.
- ii. For intraLATA, intrastate calls, the AOS providers serving secured facilities shall not charge the billed party more than the LEC price list rates for an intraLATA, intrastate call. This requirement includes both the rates for MTS and operator surcharges. This requirement is only applicable in those situations where the billed party does not have access to other operator service providers (OSPs) for the call from the secured facility.

Provider's Name: Worldnet Communications, Inc.

October 16, 1995

Case No. ____-____-CT-____

Case No. ____-____-CT-TRF

Issued: (Date Filed) January 22, 2003

- iii. For intraLATA and interLATA, intrastate calls, each AOS provider must apply one of the following MTS price ceilings to the MTS provided in conjunction with AOS (see also Case No. 89-563-TP-COI):

<u>Mileage Band</u>	<u>Initial Minute</u>	<u>Each Additional Minute</u>
1 - 10	.32	.16
11 - 22	.40	.22
23 - 55	.48	.28
56 - 124	.57	.37
125 - end	.58	.39

or;

\$.36 per minute of use

This rule does not apply to the provision of intraLATA, intrastate calls from secured inmate facilities where there is no access to other OSPs; the rates for those types of calls are addressed in 3.B.i. and ii., above.

- iv. For intraLATA and interLATA, intrastate calls, each AOS provider's maximum interexchange operator-assisted rates shall be no more than:

- i. \$1.70 for customer-dialed calling card calls;
- ii. \$2.50 for operator-handled calls; and
- iii. \$4.80 for person-to-person calls.

This rule does not apply to the provision of intraLATA, intrastate calls from secured inmate facilities where there is no access to other OSPs; the rates for those types of calls are addressed in 3.B.i., above.

- v. Notice of any change in the rates stated in 3.B. i. through iv., whether it be upward or downward, must be filed by the OSP with the Commission in the form of a new price list, on or

Provider's Name: **Worldnet Communicatins, Inc.**
Case No. ____-____-CT-____
Case No. ____-____-CT-TRF
Issued: (Date Filed) **January 22, 2003**

October 16, 1995

before the effective date in accordance with Commission-established filing rules.

4. LIMITATION OF LIABILITY

The following is applicable to all competitive telecommunication providers that choose to include in their tariffs language which may limit their liability (See also Case No. 85-1406-AU-COI):

Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

5. TERMINATION LIABILITY

The following is applicable to all competitive telecommunication providers that choose to include in their tariffs language which may limit their liability for early termination of a contract or term payment plan:

Commission authorization of the termination liability language pursuant to the 0-day notice procedure is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.

Tariff Schedule Applicable to

Resale of IntraLata & InterLata

Telecommunications Services Furnished by

Worldnet Communications, Inc.

Between Points Within the State of Ohio

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

CHECK SHEET

Sheets 1 through (27) inclusive of this tariff 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.

<u>Page</u>	<u>Number of Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

Table of Contents

1	GENERAL	4
1.1	Explanation of Symbols	4
1.2	Application of the Tariff	4
1.3	Definitions	5
2	RULES AND REGULATIONS	6
2.1	Undertaking of the Company	6
2.2	Obligations of the Customer	7
2.3	Liability of the Company	9
2.4	Application for Service	11
2.5	Payment for Service	12
2.6	Customer Deposits	13
2.7	Late Payment Charges	13
2.8	Customer Complaints and Billing Disputes	14
2.9	Allowance for Interruptions in Service	15
2.10	Taxes and Fees	18
2.11	Returned Check Charge	18
2.12	Directory Assistance Call Allowance	18
2.13	Special Customer Arrangements	19
2.14	Termination of Service:	19
2.15	Unlawful Use of Service	21
2.16	Interference with or Impairment of Service	22
2.17	Telephone Solicitation by Use of Recorded Messages	22
2.18	Incomplete Calls	22
2.19	Customer Overpayments	23
2.20	Automatic Number Identification	23
3	DESCRIPTION OF SERVICES	24
3.1	Trial Services	24
3.2	Promotional Offerings	24
3.3	Individual Case Basis ("ICB") Offerings	24
4	RATES AND CHARGES	25
4.1	Timing of Calls	25
4.2	Calculation of Rates	25
4.3	Rates	26

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

1 GENERAL

1.1 EXPLANATION OF SYMBOLS

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 APPLICATION OF THE TARIFF

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Ohio. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to businesses such as hospitals, Colleges, and other similar institutions and their patients and students where facilities permit.
- 1.2.3 The Company's service territory is all of the state of Ohio

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

1 - GENERAL (cont'd)

1.3 DEFINITIONS

- 1.3.1 "Automatic Number Identification" ("ANI") is a system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes.
- 1.3.2 "Carrier," "Company" or "Utility" refers to **Worldnet Communications, Inc.**
- 1.3.3 "College" is an establishment for higher education authorized to confer degrees where lodging for the students is maintained on the premises. For the purpose of this Tariff, the Term "College" shall also include other schools and similar institutions such as BOCES.
- 1.3.4 "Commission" means the Public Service Commission of Ohio.
- 1.3.5 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.6 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service from the Company pursuant to this Tariff or who is responsible for payment of service to the Company pursuant to this Tariff.
- 1.3.7 "Hospital" means public or private health and medical care institutions that provide health care and related services to patients, including but not limited to, hospitals, rehabilitation centers and institutions, and nursing homes.
- 1.3.8 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.9 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY – The furnishing of long distance (InterLata and/or IntraLata) communications services on a resale basis between points within the state of Ohio.

2.1.1 In furnishing facilities and service,

2.1.1.1 The Company does not undertake to transmit messages, but furnishes the use of its facilities to its Customers of hospital and other similar institutions ("Hospital"), Colleges, and their patients or students for communications.

2.1.1.2 The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights to obtain and maintenance the necessary services, circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the hospitals and other similar institutions where service is or will be provided to the Customer; or (c) to secure reimbursement of all costs where the owner or operator of a Hospital or other similar institution or College demands relocation or rearrangement of plant and facilities used in providing service therein.

2.1.1.3 The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service, or would result in service degradation to the Company's other Customers.

2.1.1.4 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

2.2 OBLIGATIONS OF THE CUSTOMER

2.2.1 The Customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff;
- 2.2.1.2 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.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's 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 prior to any construction or installation work.
- 2.2.1.5 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 the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 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.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

OBLIGATIONS OF THE CUSTOMER (cont'd)

- 2.2.2 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, 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
 - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary 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.
- 2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 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 this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

2.3 LIABILITY OF THE COMPANY

2.3.1 In view of the fact that the Customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier to provide services pursuant to this Tariff to the Customer; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and against all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

LIABILITY OF THE COMPANY (cont'd)

- 2.3.3.2 The Company does not require indemnification from the Customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

- 2.3.4.1 The Company is not liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

- 2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Warranties

- 2.3.6.1 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 set forth herein.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

LIABILITY OF THE COMPANY (cont'd)

- 2.3.6.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.7 Limitations of Liability

- 2.3.7.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.4 APPLICATION FOR SERVICE

2.4.1 Minimum Contract Period

- 2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished to students in College. For patients in a Hospital, the minimum contract period is the duration of a patient's continuous stay in the hospital. For services to any other Customer, the minimum contract period will be set forth in a written agreement with such Customer. However, if a new Customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the Customer's account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 2.4.1.2 The Company may require a minimum contract period longer than the period set forth in 2.4.1.1 in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

- 2.4.2.1 Where the Customer cancels an order for service prior to the start of the installation or order of special facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the installation. The Company does not perform special construction.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

APPLICATION FOR SERVICE (cont'd)

2.4.2.2 Installation of Facilities Other Than Special Construction – Unless otherwise provided in a written contract signed by the Company and the Customer, where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.5 PAYMENT FOR SERVICE

2.5.1 Service will be billed through third party billing agents, including LECS or directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in Section 2.14 of this tariff.

2.5.2 The Customer is responsible for payment of all charges for service furnished to the Customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be also be billed monthly.

2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

PAYMENT FOR SERVICE (cont'd)

- 2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the Customer, then the Customer shall be notified 60 days in advance of the Customer's current contract expiration date.

2.6 CUSTOMER DEPOSITS

- 2.6.1 Worldnet Communications, Inc. does not collect Customer deposits.

2.7 LATE PAYMENT CHARGES

- 2.7.1 Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, including arrears and unpaid late payment charges.
- 2.7.2 Any charges that are disputed in good faith by a Customer shall not be subject to late payment charges regardless of the outcome of the dispute. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- 2.7.3 Late payment charges do not apply to final accounts.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

PAYMENT FOR SERVICE (cont'd)

2.8 CUSTOMER COMPLAINTS AND BILLING DISPUTES

- 2.8.1 Customers may notify the Company of billing or other disputes either orally or in writing. 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.

- 2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the Customer to the Public Utilities Commission of Ohio.
- 2.8.3 The Company will not collect attorney fees or court costs from Customers unless sued in a court of competent jurisdiction and the Company prevails.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

2.9 ALLOWANCE FOR INTERRUPTIONS IN SERVICE

2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service.

2.9.1.2 Interruptions in service, which are not due to: (a) the negligence of, or non-compliance with the provisions of this Tariff by the Customer, (b) the operation or malfunction of the facilities, power, or equipment provided by the Customer, (c) the negligence of, or non-compliance with any applicable agreements or tariffs applicable to third parties that provide circuits, facilities or services to the Company that are required for the Company to provide services or facilities to the Customer, or (d) the negligence of, or non-compliance by Hospitals and Colleges with the applicable agreements, rules or regulations applicable to Hospitals and Colleges, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished directly by the Company under this Tariff except as provided above.

2.9.2 Credit for Interruptions

2.9.2.1 An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.9.2.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.9.2.3 A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

ALLOWANCE FOR INTERRUPTIONS IN SERVICE (cont'd)

2.9.2.3.A. if interruption continues for less than 24 hours, the lessor of a pro-rata amount calculated by the actual minutes of the interruption and the duration of the service provided to a patient or student in a Hospital or College, and the following:

2.9.2.3.A.1 1/30th of the monthly rate if it is the first interruption in the same billing period.

2.9.2.3.A.2 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

2.9.2.3.B if interruption continues for more than 24 hours, the lessor of a pro-rata amount calculated by the actual minutes of the interruption and the duration of the service provided to a patient or student in a Hospital or College, and the following:

2.9.2.3.B.1 if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

2.9.2.3.B.2 for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

2.9.2.3.C Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption

2.9.2.4 Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

ALLOWANCE FOR INTERRUPTIONS IN SERVICE (cont'd)

2.9.2.5 "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

2.9.3 Limitations on Credit Allowances

No credit allowance will be made for:

- 2.9.3.1 interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities, or any Hospital or College;
- 2.9.3.2 interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- 2.9.3.3 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

Issued: January 22, 2002Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

ALLOWANCE FOR INTERRUPTIONS IN SERVICE (cont'd)

- 2.9.3.4 interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- 2.9.3.5 interruptions of service due to circumstances or causes beyond the control of the Company.

2.10 TAXES AND FEES

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

2.11 RETURN CHECK CHARGE

The charge for a returned check or payment authorized by credit card that is subsequently declined for payment by the credit card company is \$25

2.12 DIRECTORY ASSISTANCE CALL ALLOWANCE

The Company does not provide Directory Assistance. Customers reach the Company's services only by calling the Company directly.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

2.13 SPECIAL CUSTOMER ARRANGEMENTS

In cases where a Customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.14 TERMINATION OF SERVICE

2.14.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

- 2.14.1.1 Hazardous Condition. For a condition on the Customer's premises determined by the Company to be hazardous.
- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.14.1.5. Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

TERMINATION OF SERVICE (cont'd)

2.14.2. Denial of Service Requiring Notice

2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the Customer of its intent, in writing, to deny service and has allowed the Customer a reasonable time of not less than 10 days in which to remove the cause for denial:

2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with the Company's tariffs on file with the Commission.

2.14.2.1.B Failure on Contractual Obligations. For failure of the Customer to fulfill his contractual obligations for service or facilities subject to regulation by the Public Service Commission of Ohio.

2.14.2.1.C Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment.

2.14.2.1.D Non-payment of Bill.

2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the Customer written notice of its intent to deny service if settlement of the Customer's account is not made and provided the Customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.

2.14.2.1.D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

TERMINATION OF SERVICE (cont'd)

- 2.14.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.
- 2.14.2.1.D.4 Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.14.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

2.15 UNLAWFUL USE OF SERVICE

- 2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a Customer when:
 - 2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
 - 2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

UNLAWFUL USE OF SERVICE (cont'd)

- 2.15.2 If service has been physically disconnected by law enforcement officials at the Customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.16 INTERFERENCE WITH OR IMPAIRMENT OF SERVICE

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.17 TELEPHONE SOLICITATION BY USE OF RECORDED MESSAGES

- 2.17.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.18 INCOMPLETE CALLS

- 2.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the Customer notifies the Company of the error.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

2.19 Customer Overpayments

- 2.19.1 The Company will provide reimbursement on Customer overpayments. 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.

2.20 Automatic Number Identification

- 2.20.1 The Company verifies Automatic Number Identification (ANI) associated with an intrastate service for any customer that obtains services from the Company. The Company uses ANY information only under the following terms and conditions:

- 2.20.1.1 The Company or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 2.20.1.2 The Company or any telephone subscriber with whom the ANI recipient has an established customer relationship may offer the customer a product or service that is directly related to products or service previously purchased by the telephone subscriber.
- 2.20.1.2 The Company does not use ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless it obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, the Company may not utilize ANI information if prohibited elsewhere by law.
- 2.20.1.4 The Company does not resell, or otherwise disclosing ANI information to any other third party for any use other than as provided in this tariff, unless it obtains the prior written consent of the subscriber permitting such resale or disclosure.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

3 DESCRIPTION OF SERVICES

3.1 Trial Services

- 3.1.1 The Company may offer new services, not otherwise tarified, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

- 3.2.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

3.3 Individual Case Basis ("ICB") Offerings

- 3.3.1 The tariff may not specify the price of a service in the tariff as "ICB. The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tarified rates. An ICB must be provided under contract to a Customer and the contract filed (can be under seal) with the Commission. All Customers have non-discriminatory access to requesting the service under an ICB rate.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

4 RATES AND CHARGES

4.1 Timing of calls

- 4.1.1 Timing of calls begins when the call is answered at the called station. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.
- 4.1.2 Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute
- 4.1.3 For Station to Station calls, call timing begins when a connection is established between the calling telephone and the called telephone Station.
- 4.1.4 For person to person calls, call timing begins when connection is established between the calling person and the particular person, Station or mobile unit specified or an agreed alternate.
- 4.1.5 Call timing ends when the calling Station "hangs up," thereby releasing the network connection. If the called Station "hangs up" but the calling Station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- 4.1.6 There is no variation in call rates based on time of day or day of week.

4.2 Calculation of Rates

- 4.2.1 Rates are based on the duration of the call as measured according to Section 4.1
- 4.2.2 IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billing, special toll billing, requests to notify of time and charges, person to person calling and other Station to Station calls.

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

4 – RATES AND CHARGES (cont'd)

4.3 Rates

4.3.1 IntraLata Rates

Plan	First Minute	Each Additional Minute
A	\$ 1.95	\$.25
B	\$1.95	\$.30
C	\$1.95	\$.35
D	\$2.45	\$.35

- 4.3.2 Restoral Charge - A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service

4.3.2.1 Business Restoral Charge \$95.00

- 4.3.3 Moves, Adds & Changes - The Customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

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

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

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

4.3.3.1 Move Charge – Per Order \$40.00

4.3.3.2 Add Charge – Per Order \$40.00

4.3.3.3 Change Charge – Per Order \$40.00

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

4 – RATES AND CHARGES (cont'd)

RATES (cont'd)

- 4.3.4 Charge Associated with Premise Visit - When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

4.3.4.1 Trouble Isolation Charge \$85.00

Issued: January 22, 2002

Effective date February 22, 2003

William M. Kelly, Jr., President
Worldnet Communications, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214