

149

149

FILE

**"ITS" Network Services**

"Integrated TeleServices....at your fingertips...."

RECEIVED - DOCKETING DIV  
02 JAN 22 AM 9:30  
PUCO

January 17, 2002

Docketing Division  
Public Utilities Commission of Ohio  
180 E. Broad Street  
Columbus, Ohio 43215-3793

02-162-CI-ACE

Re: Application of ECI Communications, Inc. to Request New Operating Authority

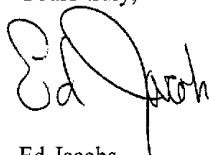
Dear Sir:

Enclosed are an original and ten (10) copies of the Application of ECI Communications, Inc. to request New Operating Authority. So that our records will be complete, I would appreciate it if you would please date-stamp the extra copy of this transmittal letter and mail it in the envelope provided.

Please direct any questions regarding this application and tariff to Todd H. Lowe, President, Visiology, Inc., 16061 Carmel Bay Drive, Northport, Alabama 35475. Todd is our regulatory consultant and can be reached at (205) 330-1701.

Your assistance in this matter is greatly appreciated.

Yours truly,



Ed Jacobs  
President

Enclosure

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 WOT Date Processed 1/22/02



**"ITS Network Services, Inc.**  
7108 Fresno Avenue, Suite 300  
Fresno, CA 93720  
(559) 447-2100 • (559) 447-2121

PUBLIC UTILITIES COMMISSION OF OHIO

FILE

PUBLIC COMPETITIVE TELECOMMUNICATIONS SERVICE PROVIDER  
563 REGISTRATION FORM  
ISSUED: December 21, 1995

RECEIVED - DOCKETING DIV  
02 JAN 22 AM 9:32  
PUCO

In the matter of the Application of  
ECI Communications, Inc., d/b/a ITS Network Services  
to Request New Operating Authority.

)  
) Case No. 02-162-CT-AC  
)

Name of Registrant ECI Communications, Inc., d/b/a ITS Network Services  
Registrant's Address 7108 Fresno Avenue, Suite 300, Fresno, CA 93720  
Contact Person Jack Burk (Phone-) (559) 447-2100  
Date January 17, 2002 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 Offerings
- ☐ 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 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. (1,3-4,6,10,12-16)

- ☐ Copy of revised tariff sheets & price lists, marked as Exhibit B. (1,3-4,6,10,12-16)
- ☐ 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 brief 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 Requirement 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:

- (x) Sales tax
- (x) Deposits

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

- ☒ Discounts for Persons with Communications Disabilities and the Telecommunication Relay Service
- ☒ Emergency Services Calling Plan
- ☐ Alternative Operator Services (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:

Any questions regarding the ongoing operations of the Applicant and the annual report form should be directed to Jack Burk, Director of Operations, 7108 Fresno Avenue, Suite 300, Fresno, CA 93720, (559) 447-2100. Any questions regarding this application or tariff should be directed to Todd H. Lowe, President, Visiology, Inc. 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1701.

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(s) indicated.

VERIFICATION

I, Ed Jacobs, 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. 02 -      -CT-      is true and correct to the best of my knowledge.

Ed Jacobs  
(Signature)\*

January 17, 2002  
(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



**EXHIBIT A**

**Informational Tariff**

PUCO 1

**ECI Communications, Inc.**

**d/b/a ITS Network Services**

---

COMPETITIVE TELECOMMUNICATIONS SERVICES	Page References
Outbound Services	49
Inbound Services	51
Directory Assistance Service	53
Calling Card Service	54
Conference Services	55
Operator Assisted Calls	57

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio

Case No. 01 -        - CT - ACE .

Issued by:

Ed Jacobs, President

7108 Fresno Avenue, Suite 300

Fresno, CA 93720

---

PUC NO.1

---

**CHECK PAGE**

All of the pages of this Tariff are effective as of the date shown at the top of the page. Original and revised pages as named below comprise all changes from the original Tariff.

PAGE	REVISION
1	Original Page
2	Original Page
3	Original Page
4	Original Page
5	Original Page
6	Original Page
7	Original Page
8	Original Page
9	Original Page
10	Original Page
11	Original Page
12	Original Page
13	Original Page
14	Original Page
15	Original Page
16	Original Page
17	Original Page
18	Original Page

\* New or revised current Tariff filing.

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - \_\_\_\_ -CT- ACE.

By: Ed Jacobs, President

---

PUC NO.1

---

**CHECK PAGE** (continued)

PAGE	REVISION
19	Original Page
20	Original Page
21	Original Page
22	Original Page
23	Original Page
24	Original Page
25	Original Page
26	Original Page
27	Original Page
28	Original Page
29	Original Page
30	Original Page
31	Original Page
32	Original Page
33	Original Page
34	Original Page
35	Original Page
36	Original Page
37	Original Page
38	Original Page

\* New or revised current Tariff filing.

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE .

By: Ed Jacobs, President

PUC NO.1

---

**CHECK PAGE** (continued)

PAGE	REVISION
39	Original Page
40	Original Page
41	Original Page
42	Original Page
43	Original Page
44	Original Page
45	Original Page
46	Original Page
47	Original Page
48	Original Page
49	Original Page
50	Original Page
51	Original Page
52	Original Page
53	Original Page
54	Original Page
55	Original Page
56	Original Page
57	Original Page
58	Original Page
59	Original Page
60	Original Page

\* New or revised current Tariff filing.

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE.

By: Ed Jacobs, President

---

PUC NO.1

---

**TABLE OF CONTENTS**

	Page No.
Title Page .....	1
Check Page .....	2
Table of Contents .....	5
Concurring, Connecting, or Other Participating Carriers .....	6
Symbols .....	6
Tariff Format .....	7
Section 1 - Technical Terms and Abbreviations .....	8
Section 2 - Rules and Regulations .....	10
Section 3 - Description of Services .....	38
Section 4 - Price List .....	49

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - \_\_\_\_-CT- ACE.

By: Ed Jacobs, President

PUC NO.1

---

**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS**

None

**SYMBOLS**

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

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved To Or From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -        - CT - ACE.

By: Ed Jacobs, President

---

PUC NO.1

---

**TARIFF FORMAT**

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.1
  - 2.1.1
  - 2.1.1 (A)
  - 2.1.1 (A).1
  - 2.1.1 (A).1.a
  - 2.1.1 (A).1.a.i
- D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE .

By: Ed Jacobs, President



---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Authorized User:** A person, firm or corporation, who is authorized by the Customer/Subscriber to utilize the services of the Customer/Subscriber.

**Business Customer:** A Business Customer is a Customer who subscribes to the Company's service(s) in the name of business, trade, or profession and/or primarily uses the service for business purposes.

**Company:** Company refers to ECI Communications, Inc. d/b/a ITS Network Services, Inc.

**Commission:** Commission refers to the Public Utilities Commission of Ohio or any succeeding agency.

**Customer:** The Customer is a person or legal entity which uses or subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**DUC:** DUC stands for any Designated Underlying Carrier used by the Company.

**End User:** End User is the person or legal entity which uses the service provided by the Company.

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

**LEC:** LEC stands for Local Exchange Carrier.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT- ACE .

By: Ed Jacobs, President

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**MRC:** Monthly Recurring Charge

**State:** "State" refers to the State of Ohio.

**Subscriber:** The Subscriber is a person or legal entity which subscribes to or dials the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**Switched Access:** A method of reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

**Underlying Carrier:** "Underlying Carrier" refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

**U.S.F.:** U.S.F. stands for Universal Service Fund.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.1 Undertaking of the Company**

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff. The territory is all counties within Ohio.
- 2.1.2 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS), switch network services, private lines and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.
- 2.1.4 The Subscriber is entitled to limit the use of Company's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Company.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - -CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations On Service**

- 2.2.1 Service is offered by the Company subject to the availability of necessary facilities, equipment and/or billing arrangements with the DUC and/or LEC. Necessary facilities and equipment may include but is not limited to facilities or equipment to be provided by Company, connecting carriers, underlying carriers, owners and operators of transmission capacity leased to Company or the LEC.
- 2.2.2 The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, or when the Customer is using service in violation of the law or in violation of the provisions of this Tariff.
- 2.2.3 The Company may undertake to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing services to any Customer.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

2.2 Limitations On Service (continued)

2.2.3 Conditions under which the Company may, without notice, terminate service without liability include, but are not limited to:

- (A) Insufficient or fraudulent billing information or invalid or unauthorized telephone numbers; or,
- (B) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or,
- (C) The Company at its discretion deems termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or,
- (D) Customer's or End User's misuse of the DUC's network or the Company's switching equipment; or
- (E) Customer's or End User's use of the DUC's network.; or,
- (F) Emergency, threatened, or actual disruption of service to other Customers; or
- (G) Unauthorized or fraudulent procurement of service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer may obtain or continue to receive service.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE .

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.2 Limitations On Service (continued)**

2.2.4 Conditions under which the Company may, with five (5) business day's notice, terminate service without liability include, but are not limited to:

- Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or,
- Non-payment of any sum owed the Company.

2.2.5 Initial and continuing service is offered subject to the availability of necessary facilities, billing services, and/or equipment, including those to be provided by the DUC(s), the Company, the CAP(s), or the LEC.

2.2.6 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to:

- (A) Use of service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- (B) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers; or
- (C) Any calls placed by means of illegal equipment, service, or device.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -        - CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.2 Limitations On Service (continued)**

- 2.2.7 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all time, in full force and in effect until modified in writing, signed by the Company and Customer.
- 2.2.8 To control fraud, service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored at Company's option as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.2.9 The Company reserves the right to change DUCs at any time.
- 2.2.10 The Company reserves the right, without incurring liability, to terminate or refuse to provide service to or from any location where the necessary facilities, billing arrangements, and/or equipment are not available.
- 2.2.11 The Customer obtains no property right or interest in any specific type of facility, service, connection, equipment, number process or code. All right, title and interests to such items remain, at all times, solely with the Company.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations of Services (continued)**

2.2.12 The Company will accept a Customer's or Applicant's request for a particular toll free telephone number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the toll free number will be made prior to the initiation of Service to the Customer. Assignment of the toll free telephone number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active toll free number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer an toll free number to another person, the Company may refuse to establish Service. If a Customer's toll free telephone number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the toll free number, the Company, may upon written notice, discontinue Service.

2.2.14 The availability of toll-free numbers from the Company is limited by the Company's ability to obtain toll-free numbers from the DUC and/or the 800 SMS Database.

2.2.15 If a Customer accumulates past-due charges, the Company reserves the right not to honor the Customer's request for a change in inbound service to another carrier (e.g. "porting" of the toll-free number), including a request for a Responsible Organization (Resp. Org.) change, until such time as all charges are paid in full and all disputes, if any, resolved.

2.2.16 The Company reserves the right to refuse to process calls when the Authorization Code or PIN cannot be validated.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President



---

**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitation of Liability**

The Company's liability will be limited to that expressly assumed in Paragraphs 2.3.1 through 2.3.9 of this Tariff and that arises in connection with the provision of service to Customer.

**2.3.1 The Company will not be liable for:**

- (A) Any act or omission of any other company or companies furnishing a portion of the service or furnishing facilities or equipment associated with such service.
- (B) Damages caused by the fault or negligence or misconduct of the Customer.
- (C) Any failure to provide or maintain service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

2.3 Limitation of Liability (continued)

2.3.1 (continued)

- (E) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in service contained in this Tariff.
- (F) The use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. In the case of toll free service, this also applies to third parties who dial the Customer's toll free number by mistake.
- (G) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent fraudulent or unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of service.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.3 Limitation of Liability (continued)**

- 2.3.2 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from or are caused by the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. In addition, all of the service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.3.3 With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.4 The Company may rely on CAPS, LECs, DUCs, or other third parties to provide all or any portion of the Company's service.
- 2.3.5 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.6 Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.3 Limitation of Liability (continued)**

2.3.7 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

2.3.8 In the event the Company or the DUC learn of possible fraudulent use of any Company services, the Company will make an effort to contact the Customer, but service may be terminated or blocked without notice and without liability to the Company.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -        - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitation of Liability (continued)**

2.3.9 The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers, Cardholders, Subscribers, or End Users; negligent or defective services to Customers, Cardholders, Subscribers, or End Users; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.4 Use of Service**

- 2.4.1 The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing of service. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the Company or others.
- 2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes such as use of electronic devices, invalid numbers, and false credit devices to avoid payment for service contained in this Tariff either in whole or in part. Service furnished by the Company will not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. Nor will service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's service. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.
- 2.4.4 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.5 Obligations of the Customer**

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

(A) Any claim asserted against the Company arising out of or relating to the failure of the Company to provide service to Customers, Cardholders, or End Users.

(B) Any and all liabilities, costs, damages, and expenses resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or prices, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor.

(C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's material, data, information, or other content transmitted via service.

(D) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.

(E) Violations by Customer of the right to privacy.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer in connection with service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, where such loss, claim, demand, suit, action, or liability is not the direct result of the Company's negligence or willful misconduct.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President



---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.5 Obligations of the Customer (continued)**

2.5.2 If a Customer directly or indirectly authorizes third parties to use the service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties.

2.5.3 The Subscriber is responsible for the payment of charges for all calls originated at the Subscriber's telephone numbers, PIN, Authorization Code or card numbers which are not collect, third party, calling card, or credit card calls.

**2.6 Application For Service**

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate and that complies with the rules of the Commission. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with this Tariff. The Applicant may be required to establish credit satisfactory to the Company as provided in Paragraph 2.7.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - -CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.7 Establishment of Credit**

**2.7.1 Applicant**

For all services, the Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed application, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. In the case of a business Customer, the Company may, at its discretion, require personal guarantees from the Customer's owners or officers of all Customer's liabilities and obligations to the Company.

**2.7.2 Customer**

If the conditions of services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

**2.8 Customer Deposits**

The Company does not collect deposits for services in this Tariff.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.9 Payment For Services**

**2.9.1 General**

The billing period is one month. Invoices are sent to the Customer's current billing address no later than forty-five (45) days following the close of billing. Charges may be assessed for unbilled traffic up to two years in arrears.

**2.9.2 Methods Of Payment**

- (A) Mailed bills are sent to the current billing address no later than forty-five (45) days following the close of billing. Call detail may be included with the bill at the Customer's option. The due date is disclosed on the bill. Payment in full is due within Fifteen (15) days of the invoice date on the bill. Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, electronic wire transfer, or by automatic withdrawal from Customer's checking or savings account. Customer may also pay via Credit Card. Checks should be made payable as named on the bill and should be sent to the address as listed on the bill.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

2.9 Payment For Services (continued)

2.9.2 Method Of Payment (continued)

- (B) Customers who choose the E-Billing option will have their bills available no later than thirty (30) days following the close of billing. Call detail is included with the bill.
- (C) With Credit Card billing, the charges for services provided by the Company are billed on the Customer's designated and approved Credit Card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. If the charge is rejected by the Customer's credit card company, the Customer is called and another card, or correction in expiration date, etc. is requested, or information for another credit card. If not, a payment by check is requested. Late charges are applied (if applicable). If paid by E-Bill – Customer sees immediately that the card did not clear and can make his own corrections an/or use a different card.
- (D) If the Customer utilizes electronic fund transfer, Customer arranges for the charges for services provided by the Company to be transferred from the Customer's designated checking or saving account into the Company's bank account designated by the Company for this purpose.
- (E) If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

2.9 Payment For Services (continued)

2.9.3 Past Due Payments

In the event the Company incurs fees or expenses in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.9.4 Billing Disputes

Billing disputes are handled by the Company's customer service organization. See Section 2.10. of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry or a billing dispute, the Customer may make application to the Commission for review and disposition of the matter.

2.9.5 Right to Backbill for Improper Use of Company's Services

Any person or entity which uses, appropriates or secures the use of Services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which use, appropriation, or securing of Services is inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's Services actually made by Customer. In addition, Company shall be entitled to recover an amount equal to a late payment fee of 1.5% per month for the period(s) for which such charges would have been payable.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - -CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.10 Customer Service**

**2.10.1 General**

Customer service may be contacted in writing at the address shown on the bill. Customers may contact customer service by dialing a toll-free number listed on the bill. Customer service representatives are available 8:00 AM to 5:00 PM Pacific time Monday through Friday. After hours, the Customer may reach a Company representative for service problems.

**2.10.2 Billing Inquiries**

Billing inquiries must be submitted to the Company in writing. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - \_\_\_\_-CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.11 Cancellation By Company**

The Company may terminate service to the Customer upon five (5) business days' written notice to the Customer for any condition listed in Paragraph 2.2.4. If the Company delivers the notice to the Customer's premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known address and mailed first class or some type of express over night delivery. The selection of the method of delivering the notice is made by the Company.

The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.12 Cancellation By Customer**

**2.12.1 General**

Customers may cancel service by giving a written or verbal notice to the Company's authorized representative. The Company places an order with the Underlying Carrier to cancel the Customer's service(s). The Underlying Carrier blocks the service within five (5) to seven (7) days after the cancellation order is received. The Customer is liable for all usage incurred until the service is canceled.

**2.12.2 Customers With Switched Access**

Customers with Switched Access must contact their LEC to change their primary interexchange carrier ("PIC") code to the IXC of their choice. The Customer's service is canceled when the LEC changes the Primary Interexchange Carrier (PIC) code to a different IXC or when the Underlying Carrier cancels the service offered by the Company.

**2.12.3 Customers With Dedicated Access**

The Customer's service is canceled when the DUC cancels the service offered by the Company or when the Dedicated Access is moved to another DUC.

**2.12.4 Customers With Term Plans**

If the Customer cancels service obtained under a term plan prior to the expiration of the term plan the cancellation penalty is equal to 75% of the average monthly usage times the number of remaining months in the term plan.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE.

By: Ed Jacobs, President



---

**SECTION 2 - RULES AND REGULATIONS**

**2.13 Timing of Calls**

Timing of calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods including hardware answer supervision provided by the DUC and software answer detection. Chargeable time ends when one of the parties disconnects from the call.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.14 Initial and Additional Period**

Calls are billed in various increments depending on the service subscribed to by the Customer. For all services, fractions of an increment are rounded up to the next highest increment. Initial period is 60 seconds and additional periods are 60 seconds unless stated otherwise in Section 3 - Description Of Services of this tariff.

**2.15 Rounding**

2.15.1 All calls are billed in the billing increments as set forth in the description for each service. Calls that terminate between increments will be rounded to the next highest increment. For example, a call with a six second increment lasting 52 seconds will be rounded to 54 seconds(.9 min.).

2.15.2 Once the call duration, in billing increments is computed, the appropriate per minute charges, as listed in the rate schedules will be applied to the call. Calls with charges that include a fraction of a cent will be rounded to the next highest cent. For example, a Customer making a call with a computed charge of \$1.434 will be charged \$1.44.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - \_\_\_\_ -CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.16 Taxes and Assessments**

- 2.16.1 In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the End User for Service(s). All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- 2.16.2 Unless otherwise specified herein, all stated charges in this Tariff are computed by the Company exclusive of any assessments, duties, fees, surcharges, taxes, or similar liabilities levied against the Company by governmental, quasi-governmental, or other entities such as federal, state, or local government. Such assessments, duties, fees, surcharges, taxes, or similar liabilities shall be paid by the Customer in addition to the charges stated in this Tariff. All such charges shall be shown as a separate line item on the Customer's bill.
- 2.16.3 Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, surcharges, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, surcharges, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, surcharges, taxes, or similar liabilities and any of the challenged assessments, duties, fees, surcharges, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.16 Taxes and Assessments (continued)**

- 2.16.4 In order to be granted exemption status, a Customer claiming exempt status must provide the Company with copies of all relevant exemption certificates and documents required by the Company. New Customers are required to provide the requested documentation at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all assessments, duties, fees, surcharges, taxes, or similar liabilities (as described in Section 2.16.1 of this Tariff) being levied by the Company on the Customer's Service. The Customer will be responsible for the payment of all such charges.
- 2.16.5 Failure to provide the required documentation at the time Service is ordered will also result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Customer will also be billed for all applicable assessments, duties, fees, surcharges, or similar liabilities as described in Section 2.16.1 of this Tariff. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.
- 2.16.6 Failure to pay the appropriate assessments, duties, fees, surcharges, taxes, or similar liabilities prior to exempt status being accorded by the Company will result in termination of Service.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.17 Interruption of Service**

**2.17.1 General**

It is the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

**2.17.2 All Usage Sensitive Services**

Credit allowances for the interruption of usage-sensitive Services will be limited to the applicable initial period charge for the call interrupted, subject to the limitation of liability provision set forth in Section 2.3 of this Tariff.

**2.17.3 Monthly Recurring Charges**

No credit for monthly recurring charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.18 Restoration of Services**

The use and restoration of services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

**2.19 Promotional Offerings**

The Company may, from time-to-time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customer's awareness of a particular service offering. These promotional offerings may apply only to certain service arrangements, and may be limited to certain dates, times, and/or locations.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.1 Outbound Services**

**3.1.1 General**

Unless otherwise stated in the Tariff, the method of provisioning a specific Outbound Service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound Services are only available in equal access areas. All outbound Services are interstate Services with the Customer having the option to use the Service to place intrastate calls. For the purpose of the selection of the Service and associated billing plan, the Service and billing plan selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 3 - DESCRIPTION OF SERVICES**

3.1 Outbound Services (continued)

3.1.2 Switched Access

(A) ITS LocalNet Service

ITS One Plus Service is a long distance pricing plan available to Residential and Business Customers that utilize Switched Access to reach the long distance network and subscribe a minimum of one line to this Service. There is no minimum monthly usage commitment for this service. The initial period is eighteen seconds (18) or fraction thereof and the additional period is each six seconds (6) or fraction thereof.

(B) ITS LocalNet Plus E-Bill

ITS One Plus E-Bill is a long distance pricing plan available to Residential and Business Customers that utilize Switched Access to reach the long distance network and subscribe a minimum of one line to this Service. There is no minimum monthly usage commitment for this service. The initial period is eighteen seconds (18) or fraction thereof and the additional period is each six seconds (6) or fraction thereof. The Customer's bill and bill detail will be provided via the internet.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT- ACE .

By: Ed Jacobs, President

---



---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.1 Outbound Services (continued)**

**3.1.3 Dedicated Access**

**(A) InTouch Direct**

ITS Direct is an outbound only, long distance pricing plan for businesses that utilize Dedicated Access to reach the POP of the underlying carrier. Intrastate service is only available to business Customers subscribing to the Company's interstate service. The initial period is eighteen seconds (18) or fraction thereof and the additional period is each six seconds (6) or fraction thereof. This service requires a term plan agreement of one (1), two (2), or three (3) years. The Customer is responsible for all charges and equipment required to deliver traffic between the Customers premises and the POP of the underlying carrier.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 3 - DESCRIPTION OF SERVICES**

---

3.2 InTouch Inbound

3.2.1 General

Inbound Service permits calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten digit telephone number, (Toll Free Prefix) NXX-XXXX, which terminates at the Customer's location or other telephone number as requested by customer.

3.2.2 Switched Access

(A) ITS Toll Free Service

ITS Toll Service is an inbound long distance pricing plan available to Residential and Business Customers that utilize Switched Access to reach the long distance network and subscribe a minimum of one line to this Service. There is no minimum monthly usage commitment for this service. The initial period is eighteen seconds (18) or fraction thereof and the additional period is each six seconds (6) or fraction thereof.

(B) ITS Toll Free E-Bill

ITS Toll Free E-Bill is an inbound long distance pricing plan available to Residential and Business Customers that utilize Switched Access to reach the long distance network and subscribe a minimum of one line to this Service. There is no minimum monthly usage commitment for this service. The initial period is eighteen seconds (18) or fraction thereof and the additional period is each six seconds (6) or fraction thereof. The Customer's bill and bill detail will be provided via the internet.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 3 - DESCRIPTION OF SERVICES**

3.2 Inbound Services

3.2.3 Dedicated Access

(A) ITS Direct InTouch

ITS Direct Inbound is an inbound only, long distance pricing plan for businesses that utilize Dedicated Access to reach the POP of the underlying carrier. Intrastate service is only available to business Customers subscribing to the Company's interstate service. The initial period is eighteen seconds (18) or fraction thereof and the additional period is each six seconds (6) or fraction thereof. This service requires a term plan agreement of one (1), two (2), or three (3) years. The Customer is responsible for all charges and equipment required to deliver traffic between the Customers premises and the POP of the underlying carrier.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.3 Travel Card Services**

**3.3.1 General**

Travel card Services enable the End User to originate a call from a touch tone telephone by dialing a toll free access number, a valid calling card number, and PIN. All travel card Services are interstate Services with the Customer having the option to use the Service to place intrastate calls.

**3.3.2 ITS Travel Card**

The ITS Travel Card is available to Business Customers and Residential Customers that subscribe to one of the Company's Outbound Service offerings. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 3 - DESCRIPTION OF SERVICES**

3.4 Directory Assistance

3.4.1 Description of Service

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

3.4.2 Availability of Service

Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.5 Conference Services**

**3.5.1 ITS Teleconferencing**

**(A) General**

Intrastate ITS Teleconferencing service furnishes connections between three or more telephone stations on one connection at the same time with all connections originating and terminating in the State. The conference time is reserved by calling a ITS toll free reservation number at any time prior to the conference call. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof. Chargeable time is calculated on each leg of the call.

**(B) Capacity**

The service provides the capability to connect an unlimited number of participants, at up to 2000 locations, in a single call.

**(C) Coverage Area**

The coverage area is the State.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 3 - DESCRIPTION OF SERVICES**

---

3.5 Conference Services

3.5.1 ITS Teleconferencing

(D) Service Offerings

1. 800 Automated Service

Call Originator sets up the call by providing start time, estimated end time, and anticipated number of participants to ITS Customer service a minimum of 2 hours prior to requested start time (charges are based on actual participants). Participants call in to the conference bridge on a toll free number. Stand-by operators are available for an additional charge.

2. Call-In Service

Participants call in to the conference bridge. Each participant pays transport charges to the conference bridge.

3. Dial-Out Service

Dial-Out Service automatically includes dedicated operator. Conference Operator calls each participant and places them into conference.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 3 - DESCRIPTION OF SERVICES**

3.5 Conference Services

3.5.1 ITS Teleconferencing

(E) Service Enhancements

1. Recording

A Recording of the conference may be requested at the time the conference call is set up.

2. Recording Play Back

A previously recorded conference call may be played back to participants.

3. Q & A

Questions and answers may be requested on a conference call. Requires a conference call with an operator.

4. Polling

Polling may be requested on a conference call. Requires a conference call with an operator.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President



---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.6 Operator Assisted Calls**

**3.6.1 General**

- (A) Operator Services is any variety of telephone services which require the assistance of a long distance operator. Examples include operator dialed Station-to-Station calls, collect calls and Person-to-Person calls.
- (B) A collect call is a call for which applicable charges are billed to the telephone number of the called station of the Customer. Charges for collect calls will not be accepted if the called party to whom the charges are to be billed is at a payphone or institutional phone.
- (C) There are two rate elements. There is a usage charge and a surcharge. The operator dialed surcharge applies in addition to all Station-to-Station and Person-to-Person operator surcharges when the Customer has the ability to dial all the digits necessary for call completion but instead dials 00 to reach the operator to have the operator complete the call. A handicapped Customer who is unable to dial the call because of his or her handicap may request credit for the surcharge from the operator.
- (D) For all calls, the initial and additional periods are billed in increments of one (1) minute.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 4 - PRICE LIST**

---

4.1 Outbound Services

4.1.1 Switched Access

(A) ITS LocalNet Service

The rate per minute is \$0.065

For Monthly Recurring charge see Interstate Price list at [www.Itsonline.net](http://www.Itsonline.net)

(B) ITS LocalNet Plus E-Bill

The rate per minute is \$0.065

For Monthly Recurring charge see Interstate Price list at [www.Itsonline.net](http://www.Itsonline.net)

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

---

**SECTION 4 - PRICE LIST**

4.1 Outbound Services

4.1.2 Dedicated Access

(A) InTouch Direct

The rate per minute is \$0.044

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 4 - PRICE LIST**

4.2 InTouch Inbound

4.2.1 Switched Access

(A) ITS LocalNet Service

The rate per minute is \$0.065

For Monthly Recurring Charge and Resporg Fee see Interstate Price list at  
[www.Itsonline.net](http://www.Itsonline.net)

(B) ITS LocalNet Plus E-Bill

The rate per minute is \$0.065

For Monthly Recurring Charge and Resporg Fee see Interstate Price list at  
[www.Itsonline.net](http://www.Itsonline.net)

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -     -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 4 - PRICE LIST**

4.2 InTouch Inbound

4.2.2 Dedicated Access

(A) InTouch Direct

The rate per minute is \$0.044

For Monthly Recurring Charge and Resporg Fee see Interstate Price list at  
[www.Itsonline.net](http://www.Itsonline.net)

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 4 - PRICE LIST**

4.3 Directory Assistance

The charge is \$0.95 per call.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

---

**SECTION 4 - PRICE LIST**

---

4.4 Calling Card Service

4.4.1 ITS Travel Card

The rate per minute or fraction thereof is \$0.199

Calls originating from Payphones will incur a Payphone Surcharge (See Section 4.7.2 of this Tariff).

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE.

By: Ed Jacobs, President

---

**SECTION 4 - PRICE LIST**

---

4.5 Conference Services

4.5.1 ITS Teleconferencing

(A) Service Offerings

1. 800 Automated Service

Usage charge of \$0.28 per minute per participant.

Stand-By Operator available for \$0.04 per minute per participant.

2. Call-In Service

Usage charge of \$0.20 per minute per participant.

3. Dial-Out Service

Set up charge of \$3.00 per participant.

Usage charge of \$0.42 per minute per participant (includes dedicated operator).

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President



---

**SECTION 4 - PRICE LIST**

---

4.5 Conference Services

4.5.1 ITS Teleconferencing

(B) Service Enhancements

1. Recording

The recording charge is \$20.00 per 30 minute tape.

2. Recording Play Back

The recording play back charge is \$20.00 per 30 minute tape plus cost per minute of each participant that joins the playback conference (see 4.5.1 A .1-.3)

3. Q & A

Set up charge of \$3.00. Only available on a conference call with an operator.

4. Polling

Set up charge of \$3.00. Only available on a conference call with an operator.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 4 - PRICE LIST**

---

4.6 Operator Assisted Calls

4.6.1 Switched Access Services.

Per Call Charge of \$0.95

Usage charge at the Customers presubscribed outbound plan.

4.6.2 Dedicated Access Services.

Per Call Charge of \$0.75

Usage charge at the Customers presubscribed outbound plan.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 4 - PRICE LIST**

**4.7 Miscellaneous Charges**

**4.7.1 Return Check Charge**

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$25.00.

**4.7.2 Payphone Surcharge**

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a Customer's toll free numbers and/or Calling Cards, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.30 per call for all such traffic.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

**EXHIBIT B**

**Ohio Department of Taxation Notification**

**"ITS" Network Services**

"Integrated TeleServices" at your fingertips

January 17, 2002

Ohio Department of Taxation  
c/o Public Utilities Section  
30 E. Broad Street, 21st Floor  
Columbus, Ohio 43266-0420

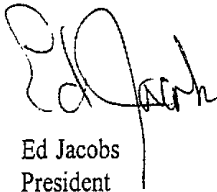
Dear Sir:

ECI Communications, Inc. has filed an application with the Public Utilities Commission of Ohio ("Commission") for New Operating Authority as a provider of competitive telecommunications services. We expect to provide service within thirty (30) days of receiving Commission approval to operate.

Questions from the Department of Taxation regarding our Ohio operations, should be referred to Jack Burk, Director of Operations, ECI Communications, Inc., 7108 Fresno Avenue, Suite 300 Fresno, CA 93720. I may be reached via telephone at (559) 447-2100.

So that our records will be complete, I would appreciate it if you would please date-stamp the extra copy of this transmittal letter and mail it in the envelope provided. Thank you for your assistance in this matter.

Yours truly,



Ed Jacobs  
President



**"ITS Network Services, Inc.**

7108 Fresno Avenue, Suite 300  
Fresno, CA 93720  
(559) 447-2100 • (559) 447-2121

## EXHIBIT C

### Officers and Directors

ECI Communications, Inc. Officers, Directors, & Shareholders		
Name/Title	Address	% of Common Shares
Edward Jacobs, President	7108 N. Fresno Street, #300 Fresno, CA 93720	23.59%
Alex Soong, Secretary, Director		0.00%
Calvin Wong, CEO, Treasurer, Chairman		11.65%
Jack Burk		2.91%
Jennifer Wong	419 San Madele Coalinga, CA 93210	8.16%
Blake Wong		2.33%
Brett Wong		2.33%
Ed Wong		3.50%
Yolanda Sanchez	921 West F. Street Ontario, CA 91762	1.17%
Ron Jacobs	3124 S. Dayton Street Denver, CO 80231	2.91%
Loberta Jacobs	27101 Puerta Del Oro Mission Viejo, CA 92691	1.46%
Negin Miknafs	12 San Julian Rancho Santa Margarita, CA 92688	1.14%
The Estate of ITS, H Wheeler, Trustee	P.O. Box 2220 Clovis, CA 93613	38.83%

---

## **EXHIBIT D**

### **Description of Services**

**and**

### **Target Market**

All services provided by ECI Communications, Inc. are only available to presubscribed customers. ECI Communications, Inc. proposes to offer outbound and inbound long distances services utilizing both switched and dedicated access, directory assistance, calling card, conference service, and operator toll assistance to customers in Ohio.

Services will be offered to both business and residential customers. Services will not be offered to the hospitality market.

**EXHIBIT E**

**Certification From Ohio Secretary Of State**





DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/05/2001	200130900874	FOREIGN LICENSE/FOR-PROFIT (FLF)	125.00	.00	.00	.00	.00

**Receipt**

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

UNISEARCH, INC.  
PMB 232  
2545 HILLIARD-ROME ROAD  
HILLIARD, OH 43026

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1267065

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**ECI COMMUNICATIONS INC.**

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

Document(s)

**FOREIGN LICENSE/FOR-PROFIT**

Document No(s):

**200130900874**

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 2nd day of November,  
A.D. 2001.

*J. Kenneth Blackwell*  
Ohio Secretary of State

11/05/2001 200130900876 TRADE NAME/ORIGINAL FILING (RNO) 50.00 .00 .00 .00 .00

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/05/2001	200130900876	TRADE NAME/ORIGINAL FILING (RNO)	50.00	.00	.00	.00	.00

**Receipt**

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

UNISEARCH, INC.  
PMB 232  
2545 HILLIARD-ROME ROAD  
HILLIARD, OH 43026

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1267066

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

**ITS NETWORK SERVICES**

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

Document(s)

**TRADE NAME/ORIGINAL FILING**

Date of First Use: 09/20/2000

Expiration Date: 11/02/2006

Document No(s):

**200130900876**

ECI COMMUNICATIONS, INC.  
7108 N FRESNO AVE, STE 300  
FRESNO, CA 93720



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 2nd day of November, A.D.  
2001.

Ohio Secretary of State

**EXHIBIT F**

**Service Requirements Form**

**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 "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 subscribers 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 more than 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):****☒ 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: ECI Communications, Inc., d/b/a ITS Network Services

Case No. 02 -      -CT- ACE

Case No.      -      -CT-TRF

Issued: January 17, 2002

including those hearing disabled, deaf, deaf/blind, and speech disabled persons who have a disability that prevents them from communicating over the telephone with out 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 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 a certification or verification by a person with a communication disability, the following discounts off basic MTS, current, price list day rates shall be made available for the benefit of the disabled person: 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; 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 Years 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.
- d. All MTS calls are 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 to calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

Provider's Name: ECI Communications, Inc., d/b/a ITS Network Services  
Case No. 02 -      - CT - ACE  
Case No.      -      - CT - TRF  
Issued: January 17, 2002

☒ 2. EMERGENCY SERVICE CALLING PLAN

Applicable to all competitive telecommunication service providers offering MTS (See also Case No. 85-1466-TP-COI and 89-54-TP-COI):

Message toll telephone calls, to governmental emergency services 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 necessitates 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 emergency.

☐ 3. ALTERNATIVE OPERATOR SERVICES

N/A

☒ 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 PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be held up 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.

Provider's Name: ECI Communications, Inc., d/b/a ITS Network Services  
 Case No. 02 -      -CT- ACE  
 Case No.      -      -CT-TRF  
 Issued: January 17, 2002

☒ 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.

Provider's Name: ECI Communications, Inc., d/b/a ITS Network Services  
Case No. 02 -      -CT- ACE  
Case No.      -      -CT-TRF  
Issued: January 17, 2002

PUBLIC UTILITIES COMMISSION OF OHIO

PUBLIC COMPETITIVE TELECOMMUNICATIONS SERVICE PROVIDER

563 REGISTRATION FORM

ISSUED: December 21, 1995

In the matter of the Application of \_\_\_\_\_ )  
ECI Communications, Inc., d/b/a ITS Network Services ) Case No. 02-\_\_\_\_-CT-ACE  
to Request New Operating Authority. \_\_\_\_\_ )

Name of Registrant ECI Communications, Inc., d/b/a ITS Network Services  
Registrant's Address 7108 Fresno Avenue, Suite 300, Fresno, CA 93720  
Contact Person Jack Burk (Phone- ) (559) 447-2100  
Date January 17, 2002 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 Offerings
- ☐ 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 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. (1,3-4,6,10,12-16)



- ☐ Copy of revised tariff sheets & price lists, marked as Exhibit B. (1,3-4,6,10,12-16)
- ☐ 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 brief 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 Requirement 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:

- (x) Sales tax
- (x) Deposits

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

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

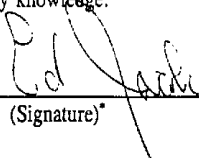
IV. List names, titles, and addresses of those persons authorized to make and/or verify filings at the Commission on behalf of the registrant:

Any questions regarding the ongoing operations of the Applicant and the annual report form should be directed to Jack Burk, Director of Operations, 7108 Fresno Avenue, Suite 300, Fresno, CA 93720, (559) 447-2100. Any questions regarding this application or tariff should be directed to Todd H. Lowe, President, Visiology, Inc. 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1701.

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(s) indicated.

VERIFICATION

I, Ed Jacobs, 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. 02 - \_\_\_\_ -CT- \_\_\_\_ is true and correct to the best of my knowledge.

  
(Signature)\*

January 17, 2002

(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

**EXHIBIT A**

**Informational Tariff**

PUCO 1

**ECI Communications, Inc.**

**d/b/a ITS Network Services**

---

COMPETITIVE TELECOMMUNICATIONS SERVICES	Page References
Outbound Services	49
Inbound Services	51
Directory Assistance Service	53
Calling Card Service	54
Conference Services	55
Operator Assisted Calls	57

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio

Case No. 01 -      -CT- ACE .

Issued by:

Ed Jacobs, President

7108 Fresno Avenue, Suite 300

Fresno, CA 93720

---

PUC NO.1

---

**CHECK PAGE**

All of the pages of this Tariff are effective as of the date shown at the top of the page. Original and revised pages as named below comprise all changes from the original Tariff.

PAGE	REVISION
1	Original Page
2	Original Page
3	Original Page
4	Original Page
5	Original Page
6	Original Page
7	Original Page
8	Original Page
9	Original Page
10	Original Page
11	Original Page
12	Original Page
13	Original Page
14	Original Page
15	Original Page
16	Original Page
17	Original Page
18	Original Page

\* New or revised current Tariff filing.

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE.

By: Ed Jacobs, President

PUC NO.1

---

**CHECK PAGE (continued)**

PAGE	REVISION
19	Original Page
20	Original Page
21	Original Page
22	Original Page
23	Original Page
24	Original Page
25	Original Page
26	Original Page
27	Original Page
28	Original Page
29	Original Page
30	Original Page
31	Original Page
32	Original Page
33	Original Page
34	Original Page
35	Original Page
36	Original Page
37	Original Page
38	Original Page

\* New or revised current Tariff filing.

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - CT - ACE.

By: Ed Jacobs, President

PUC NO.1

---

**CHECK PAGE** (continued)

PAGE	REVISION
39	Original Page
40	Original Page
41	Original Page
42	Original Page
43	Original Page
44	Original Page
45	Original Page
46	Original Page
47	Original Page
48	Original Page
49	Original Page
50	Original Page
51	Original Page
52	Original Page
53	Original Page
54	Original Page
55	Original Page
56	Original Page
57	Original Page
58	Original Page
59	Original Page
60	Original Page

\* New or revised current Tariff filing.

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

PUC NO.1

---

## TABLE OF CONTENTS

	Page No.
Title Page .....	1
Check Page .....	2
Table of Contents .....	5
Concurring, Connecting, or Other Participating Carriers .....	6
Symbols .....	6
Tariff Format .....	7
Section 1 - Technical Terms and Abbreviations .....	8
Section 2 - Rules and Regulations .....	10
Section 3 - Description of Services .....	38
Section 4 - Price List .....	49

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President



PUC NO.1

---

**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS**

None

**SYMBOLS**

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

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved To Or From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - \_\_\_\_ -CT- ACE.

By: Ed Jacobs, President

---

PUC NO.1

---

**TARIFF FORMAT**

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.1
  - 2.1.1
  - 2.1.1 (A)
  - 2.1.1 (A).1
  - 2.1.1 (A).1.a
  - 2.1.1 (A).1.a.i
- D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

---

**Authorized User:** A person, firm or corporation, who is authorized by the Customer/Subscriber to utilize the services of the Customer/Subscriber.

**Business Customer:** A Business Customer is a Customer who subscribes to the Company's service(s) in the name of business, trade, or profession and/or primarily uses the service for business purposes.

**Company:** Company refers to ECI Communications, Inc. d/b/a ITS Network Services, Inc.

**Commission:** Commission refers to the Public Utilities Commission of Ohio or any succeeding agency.

**Customer:** The Customer is a person or legal entity which uses or subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**DUC:** DUC stands for any Designated Underlying Carrier used by the Company.

**End User:** End User is the person or legal entity which uses the service provided by the Company.

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

**LEC:** LEC stands for Local Exchange Carrier.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**MRC:** Monthly Recurring Charge

**State:** "State" refers to the State of Ohio.

**Subscriber:** The Subscriber is a person or legal entity which subscribes to or dials the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**Switched Access:** A method of reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

**Underlying Carrier:** "Underlying Carrier" refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

**U.S.F.:** U.S.F. stands for Universal Service Fund.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - -CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.1 Undertaking of the Company**

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff. The territory is all counties within Ohio.
- 2.1.2 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS), switch network services, private lines and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.
- 2.1.4 The Subscriber is entitled to limit the use of Company's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Company.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - \_\_\_\_-CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.2 Limitations On Service**

- 2.2.1 Service is offered by the Company subject to the availability of necessary facilities, equipment and/or billing arrangements with the DUC and/or LEC. Necessary facilities and equipment may include but is not limited to facilities or equipment to be provided by Company, connecting carriers, underlying carriers, owners and operators of transmission capacity leased to Company or the LEC.
- 2.2.2 The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, or when the Customer is using service in violation of the law or in violation of the provisions of this Tariff.
- 2.2.3 The Company may undertake to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing services to any Customer.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations On Service (continued)**

2.2.3 Conditions under which the Company may, without notice, terminate service without liability include, but are not limited to:

- (A) Insufficient or fraudulent billing information or invalid or unauthorized telephone numbers; or,
- (B) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or,
- (C) The Company at its discretion deems termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or,
- (D) Customer's or End User's misuse of the DUC's network or the Company's switching equipment; or
- (E) Customer's or End User's use of the DUC's network; or,
- (F) Emergency, threatened, or actual disruption of service to other Customers;  
or
- (G) Unauthorized or fraudulent procurement of service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer may obtain or continue to receive service.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.2 Limitations On Service (continued)**

2.2.4 Conditions under which the Company may, with five (5) business day's notice, terminate service without liability include, but are not limited to:

- Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or,
- Non-payment of any sum owed the Company.

2.2.5 Initial and continuing service is offered subject to the availability of necessary facilities, billing services, and/or equipment, including those to be provided by the DUC(s), the Company, the CAP(s), or the LEC.

2.2.6 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to:

- (A) Use of service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- (B) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers; or
- (C) Any calls placed by means of illegal equipment, service, or device.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President



---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.2 Limitations On Service (continued)**

- 2.2.7 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all time, in full force and in effect until modified in writing, signed by the Company and Customer.
- 2.2.8 To control fraud, service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored at Company's option as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.2.9 The Company reserves the right to change DUCs at any time.
- 2.2.10 The Company reserves the right, without incurring liability, to terminate or refuse to provide service to or from any location where the necessary facilities, billing arrangements, and/or equipment are not available.
- 2.2.11 The Customer obtains no property right or interest in any specific type of facility, service, connection, equipment, number process or code. All right, title and interests to such items remain, at all times, solely with the Company.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE .

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations of Services (continued)**

2.2.12 The Company will accept a Customer's or Applicant's request for a particular toll free telephone number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the toll free number will be made prior to the initiation of Service to the Customer. Assignment of the toll free telephone number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active toll free number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer an toll free number to another person, the Company may refuse to establish Service. If a Customer's toll free telephone number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the toll free number, the Company, may upon written notice, discontinue Service.

2.2.14 The availability of toll-free numbers from the Company is limited by the Company's ability to obtain toll-free numbers from the DUC and/or the 800 SMS Database.

2.2.15 If a Customer accumulates past-due charges, the Company reserves the right not to honor the Customer's request for a change in inbound service to another carrier (e.g. "porting" of the toll-free number), including a request for a Responsible Organization (Resp. Org.) change, until such time as all charges are paid in full and all disputes, if any, resolved.

2.2.16 The Company reserves the right to refuse to process calls when the Authorization Code or PIN cannot be validated.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - -CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.3 Limitation of Liability**

The Company's liability will be limited to that expressly assumed in Paragraphs 2.3.1 through 2.3.9 of this Tariff and that arises in connection with the provision of service to Customer.

**2.3.1 The Company will not be liable for:**

- (A) Any act or omission of any other company or companies furnishing a portion of the service or furnishing facilities or equipment associated with such service.
- (B) Damages caused by the fault or negligence or misconduct of the Customer.
- (C) Any failure to provide or maintain service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitation of Liability (continued)**

**2.3.1 (continued)**

- (E) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in service contained in this Tariff.
- (F) The use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. In the case of toll free service, this also applies to third parties who dial the Customer's toll free number by mistake.
- (G) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent fraudulent or unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of service.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - -CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitation of Liability (continued)**

- 2.3.2 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from or are caused by the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. In addition, all of the service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.3.3 With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.4 The Company may rely on CAPS, LECs, DUCs, or other third parties to provide all or any portion of the Company's service.
- 2.3.5 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.6 Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitation of Liability (continued)**

2.3.7 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

2.3.8 In the event the Company or the DUC learn of possible fraudulent use of any Company services, the Company will make an effort to contact the Customer, but service may be terminated or blocked without notice and without liability to the Company.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitation of Liability (continued)**

- 2.3.9 The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers, Cardholders, Subscribers, or End Users; negligent or defective services to Customers, Cardholders, Subscribers, or End Users; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.4 Use of Service**

2.4.1 The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing of service. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the Company or others.

2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes such as use of electronic devices, invalid numbers, and false credit devices to avoid payment for service contained in this Tariff either in whole or in part. Service furnished by the Company will not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. Nor will service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's service. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

2.4.4 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE .

By: Ed Jacobs, President



---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.5 Obligations of the Customer**

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

(A) Any claim asserted against the Company arising out of or relating to the failure of the Company to provide service to Customers, Cardholders, or End Users.

(B) Any and all liabilities, costs, damages, and expenses resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or prices, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor.

(C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's material, data, information, or other content transmitted via service.

(D) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.

(E) Violations by Customer of the right to privacy.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.5 Obligations of the Customer (continued)**

**2.5.1 (continued)**

- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer in connection with service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, where such loss, claim, demand, suit, action, or liability is not the direct result of the Company's negligence or willful misconduct.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - -CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.5 Obligations of the Customer (continued)**

2.5.2 If a Customer directly or indirectly authorizes third parties to use the service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties.

2.5.3 The Subscriber is responsible for the payment of charges for all calls originated at the Subscriber's telephone numbers, PIN, Authorization Code or card numbers which are not collect, third party, calling card, or credit card calls.

**2.6 Application For Service**

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate and that complies with the rules of the Commission. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with this Tariff. The Applicant may be required to establish credit satisfactory to the Company as provided in Paragraph 2.7.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.7 Establishment of Credit**

**2.7.1 Applicant**

For all services, the Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed application, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. In the case of a business Customer, the Company may, at its discretion, require personal guarantees from the Customer's owners or officers of all Customer's liabilities and obligations to the Company.

**2.7.2 Customer**

If the conditions of services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

**2.8 Customer Deposits**

The Company does not collect deposits for services in this Tariff.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.9 Payment For Services**

**2.9.1 General**

The billing period is one month. Invoices are sent to the Customer's current billing address no later than forty-five (45) days following the close of billing. Charges may be assessed for unbilled traffic up to two years in arrears.

**2.9.2 Methods Of Payment**

(A) Mailed bills are sent to the current billing address no later than forty-five (45) days following the close of billing. Call detail may be included with the bill at the Customer's option. The due date is disclosed on the bill. Payment in full is due within Fifteen (15) days of the invoice date on the bill. Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, electronic wire transfer, or by automatic withdrawal from Customer's checking or savings account. Customer may also pay via Credit Card. Checks should be made payable as named on the bill and should be sent to the address as listed on the bill.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.9 Payment For Services (continued)**

**2.9.2 Method Of Payment (continued)**

- (B) Customers who choose the E-Billing option will have their bills available no later than thirty (30) days following the close of billing. Call detail is included with the bill.
- (C) With Credit Card billing, the charges for services provided by the Company are billed on the Customer's designated and approved Credit Card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. If the charge is rejected by the Customer's credit card company, the Customer is called and another card, or correction in expiration date, etc. is requested, or information for another credit card. If not, a payment by check is requested. Late charges are applied (if applicable). If paid by E-Bill – Customer sees immediately that the card did not clear and can make his own corrections an/or use a different card.
- (D) If the Customer utilizes electronic fund transfer, Customer arranges for the charges for services provided by the Company to be transferred from the Customer's designated checking or saving account into the Company's bank account designated by the Company for this purpose.
- (E) If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.9 Payment For Services (continued)**

**2.9.3 Past Due Payments**

In the event the Company incurs fees or expenses in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

**2.9.4 Billing Disputes**

Billing disputes are handled by the Company's customer service organization. See Section 2.10. of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry or a billing dispute, the Customer may make application to the Commission for review and disposition of the matter.

**2.9.5 Right to Backbill for Improper Use of Company's Services**

Any person or entity which uses, appropriates or secures the use of Services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which use, appropriation, or securing of Services is inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's Services actually made by Customer. In addition, Company shall be entitled to recover an amount equal to a late payment fee of 1.5% per month for the period(s) for which such charges would have been payable.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.10 Customer Service**

**2.10.1 General**

Customer service may be contacted in writing at the address shown on the bill. Customers may contact customer service by dialing a toll-free number listed on the bill. Customer service representatives are available 8:00 AM to 5:00 PM Pacific time Monday through Friday. After hours, the Customer may reach a Company representative for service problems.

**2.10.2 Billing Inquiries**

Billing inquiries must be submitted to the Company in writing. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President



---

## SECTION 2 - RULES AND REGULATIONS

### 2.11 Cancellation By Company

The Company may terminate service to the Customer upon five (5) business days' written notice to the Customer for any condition listed in Paragraph 2.2.4. If the Company delivers the notice to the Customer's premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known address and mailed first class or some type of express over night delivery. The selection of the method of delivering the notice is made by the Company.

The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

## SECTION 2 - RULES AND REGULATIONS

### 2.12 Cancellation By Customer

#### 2.12.1 General

Customers may cancel service by giving a written or verbal notice to the Company's authorized representative. The Company places an order with the Underlying Carrier to cancel the Customer's service(s). The Underlying Carrier blocks the service within five (5) to seven (7) days after the cancellation order is received. The Customer is liable for all usage incurred until the service is canceled.

#### 2.12.2 Customers With Switched Access

Customers with Switched Access must contact their LEC to change their primary interexchange carrier ("PIC") code to the IXC of their choice. The Customer's service is canceled when the LEC changes the Primary Interexchange Carrier (PIC) code to a different IXC or when the Underlying Carrier cancels the service offered by the Company.

#### 2.12.3 Customers With Dedicated Access

The Customer's service is canceled when the DUC cancels the service offered by the Company or when the Dedicated Access is moved to another DUC.

#### 2.12.4 Customers With Term Plans

If the Customer cancels service obtained under a term plan prior to the expiration of the term plan the cancellation penalty is equal to 75% of the average monthly usage times the number of remaining months in the term plan.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.13 Timing of Calls**

Timing of calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods including hardware answer supervision provided by the DUC and software answer detection. Chargeable time ends when one of the parties disconnects from the call.

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

## SECTION 2 - RULES AND REGULATIONS

### 2.14 Initial and Additional Period

Calls are billed in various increments depending on the service subscribed to by the Customer. For all services, fractions of an increment are rounded up to the next highest increment. Initial period is 60 seconds and additional periods are 60 seconds unless stated otherwise in Section 3 - Description Of Services of this tariff.

### 2.15 Rounding

2.15.1 All calls are billed in the billing increments as set forth in the description for each service. Calls that terminate between increments will be rounded to the next highest increment. For example, a call with a six second increment lasting 52 seconds will be rounded to 54 seconds(.9 min.).

2.15.2 Once the call duration, in billing increments is computed, the appropriate per minute charges, as listed in the rate schedules will be applied to the call. Calls with charges that include a fraction of a cent will be rounded to the next highest cent. For example, a Customer making a call with a computed charge of \$1.434 will be charged \$1.44.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

## SECTION 2 - RULES AND REGULATIONS

### 2.16 Taxes and Assessments

2.16.1 In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the End User for Service(s). All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

2.16.2 Unless otherwise specified herein, all stated charges in this Tariff are computed by the Company exclusive of any assessments, duties, fees, surcharges, taxes, or similar liabilities levied against the Company by governmental, quasi-governmental, or other entities such as federal, state, or local government. Such assessments, duties, fees, surcharges, taxes, or similar liabilities shall be paid by the Customer in addition to the charges stated in this Tariff. All such charges shall be shown as a separate line item on the Customer's bill.

2.16.3 Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, surcharges, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, surcharges, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, surcharges, taxes, or similar liabilities and any of the challenged assessments, duties, fees, surcharges, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.16 Taxes and Assessments (continued)**

2.16.4 In order to be granted exemption status, a Customer claiming exempt status must provide the Company with copies of all relevant exemption certificates and documents required by the Company. New Customers are required to provide the requested documentation at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all assessments, duties, fees, surcharges, taxes, or similar liabilities (as described in Section 2.16.1 of this Tariff) being levied by the Company on the Customer's Service. The Customer will be responsible for the payment of all such charges.

2.16.5 Failure to provide the required documentation at the time Service is ordered will also result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Customer will also be billed for all applicable assessments, duties, fees, surcharges, or similar liabilities as described in Section 2.16.1 of this Tariff. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

2.16.6 Failure to pay the appropriate assessments, duties, fees, surcharges, taxes, or similar liabilities prior to exempt status being accorded by the Company will result in termination of Service.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.17 Interruption of Service**

**2.17.1 General**

It is the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

**2.17.2 All Usage Sensitive Services**

Credit allowances for the interruption of usage-sensitive Services will be limited to the applicable initial period charge for the call interrupted, subject to the limitation of liability provision set forth in Section 2.3 of this Tariff.

**2.17.3 Monthly Recurring Charges**

No credit for monthly recurring charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 2 - RULES AND REGULATIONS**

**2.18 Restoration of Services**

The use and restoration of services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

**2.19 Promotional Offerings**

The Company may, from time-to-time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customer's awareness of a particular service offering. These promotional offerings may apply only to certain service arrangements, and may be limited to certain dates, times, and/or locations.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President



---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.1 Outbound Services**

**3.1.1 General**

Unless otherwise stated in the Tariff, the method of provisioning a specific Outbound Service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound Services are only available in equal access areas. All outbound Services are interstate Services with the Customer having the option to use the Service to place intrastate calls. For the purpose of the selection of the Service and associated billing plan, the Service and billing plan selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE.

By: Ed Jacobs, President

---

**SECTION 3 - DESCRIPTION OF SERVICES**

3.1 Outbound Services (continued)

3.1.2 Switched Access

(A) ITS LocalNet Service

ITS One Plus Service is a long distance pricing plan available to Residential and Business Customers that utilize Switched Access to reach the long distance network and subscribe a minimum of one line to this Service. There is no minimum monthly usage commitment for this service. The initial period is eighteen seconds (18) or fraction thereof and the additional period is each six seconds (6) or fraction thereof.

(B) ITS LocalNet Plus E-Bill

ITS One Plus E-Bill is a long distance pricing plan available to Residential and Business Customers that utilize Switched Access to reach the long distance network and subscribe a minimum of one line to this Service. There is no minimum monthly usage commitment for this service. The initial period is eighteen seconds (18) or fraction thereof and the additional period is each six seconds (6) or fraction thereof. The Customer's bill and bill detail will be provided via the internet.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT- ACE .

By: Ed Jacobs, President

---

**SECTION 3 - DESCRIPTION OF SERVICES**

3.1 Outbound Services (continued)

3.1.3 Dedicated Access

(A) InTouch Direct

ITS Direct is an outbound only, long distance pricing plan for businesses that utilize Dedicated Access to reach the POP of the underlying carrier. Intrastate service is only available to business Customers subscribing to the Company's interstate service. The initial period is eighteen seconds (18) or fraction thereof and the additional period is each six seconds (6) or fraction thereof. This service requires a term plan agreement of one (1), two (2), or three (3) years. The Customer is responsible for all charges and equipment required to deliver traffic between the Customers premises and the POP of the underlying carrier.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.2 InTouch Inbound**

**3.2.1 General**

Inbound Service permits calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten digit telephone number, (Toll Free Prefix) NXX-XXXX, which terminates at the Customer's location or other telephone number as requested by customer.

**3.2.2 Switched Access**

**(A) ITS Toll Free Service**

ITS Toll Service is an inbound long distance pricing plan available to Residential and Business Customers that utilize Switched Access to reach the long distance network and subscribe a minimum of one line to this Service. There is no minimum monthly usage commitment for this service. The initial period is eighteen seconds (18) or fraction thereof and the additional period is each six seconds (6) or fraction thereof.

**(B) ITS Toll Free E-Bill**

ITS Toll Free E-Bill is an inbound long distance pricing plan available to Residential and Business Customers that utilize Switched Access to reach the long distance network and subscribe a minimum of one line to this Service. There is no minimum monthly usage commitment for this service. The initial period is eighteen seconds (18) or fraction thereof and the additional period is each six seconds (6) or fraction thereof. The Customer's bill and bill detail will be provided via the internet.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.2 Inbound Services**

**3.2.3 Dedicated Access**

**(A) ITS Direct InTouch**

ITS Direct Inbound is an inbound only, long distance pricing plan for businesses that utilize Dedicated Access to reach the POP of the underlying carrier. Intrastate service is only available to business Customers subscribing to the Company's interstate service. The initial period is eighteen seconds (18) or fraction thereof and the additional period is each six seconds (6) or fraction thereof. This service requires a term plan agreement of one (1), two (2), or three (3) years. The Customer is responsible for all charges and equipment required to deliver traffic between the Customers premises and the POP of the underlying carrier.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.3 Travel Card Services**

**3.3.1 General**

Travel card Services enable the End User to originate a call from a touch tone telephone by dialing a toll free access number, a valid calling card number, and PIN. All travel card Services are interstate Services with the Customer having the option to use the Service to place intrastate calls.

**3.3.2 ITS Travel Card**

The ITS Travel Card is available to Business Customers and Residential Customers that subscribe to one of the Company's Outbound Service offerings. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.4 Directory Assistance

##### 3.4.1 Description of Service

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

##### 3.4.2 Availability of Service

Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC.

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.5 Conference Services**

**3.5.1 ITS Teleconferencing**

**(A) General**

Intrastate ITS Teleconferencing service furnishes connections between three or more telephone stations on one connection at the same time with all connections originating and terminating in the State. The conference time is reserved by calling a ITS toll free reservation number at any time prior to the conference call. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof. Chargeable time is calculated on each leg of the call.

**(B) Capacity**

The service provides the capability to connect an unlimited number of participants, at up to 2000 locations, in a single call.

**(C) Coverage Area**

The coverage area is the State.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE.

By: Ed Jacobs, President



---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.5 Conference Services**

**3.5.1 ITS Teleconferencing**

**(D) Service Offerings**

**1. 800 Automated Service**

Call Originator sets up the call by providing start time, estimated end time, and anticipated number of participants to ITS Customer service a minimum of 2 hours prior to requested start time (charges are based on actual participants). Participants call in to the conference bridge on a toll free number. Stand-by operators are available for an additional charge.

**2. Call-In Service**

Participants call in to the conference bridge. Each participant pays transport charges to the conference bridge.

**3. Dial-Out Service**

Dial-Out Service automatically includes dedicated operator. Conference Operator calls each participant and places them into conference.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.5 Conference Services**

**3.5.1 ITS Teleconferencing**

**(E) Service Enhancements**

**1. Recording**

A Recording of the conference may be requested at the time the conference call is set up.

**2. Recording Play Back**

A previously recorded conference call may be played back to participants.

**3. Q & A**

Questions and answers may be requested on a conference call. Requires a conference call with an operator.

**4. Polling**

Polling may be requested on a conference call. Requires a conference call with an operator.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.6 Operator Assisted Calls**

**3.6.1 General**

- (A) Operator Services is any variety of telephone services which require the assistance of a long distance operator. Examples include operator dialed Station-to-Station calls, collect calls and Person-to-Person calls.
- (B) A collect call is a call for which applicable charges are billed to the telephone number of the called station of the Customer. Charges for collect calls will not be accepted if the called party to whom the charges are to be billed is at a payphone or institutional phone.
- (C) There are two rate elements. There is a usage charge and a surcharge. The operator dialed surcharge applies in addition to all Station-to-Station and Person-to-Person operator surcharges when the Customer has the ability to dial all the digits necessary for call completion but instead dials 00 to reach the operator to have the operator complete the call. A handicapped Customer who is unable to dial the call because of his or her handicap may request credit for the surcharge from the operator.
- (D) For all calls, the initial and additional periods are billed in increments of one (1) minute.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

SECTION 4 - PRICE LIST

4.1 Outbound Services

4.1.1 Switched Access

(A) ITS LocalNet Service

The rate per minute is \$0.065

For Monthly Recurring charge see Interstate Price list at [www.Itsonline.net](http://www.Itsonline.net)

(B) ITS LocalNet Plus E-Bill

The rate per minute is \$0.065

For Monthly Recurring charge see Interstate Price list at [www.Itsonline.net](http://www.Itsonline.net)

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -     -CT- ACE.

By: Ed Jacobs, President

---

**SECTION 4 - PRICE LIST**

**4.1 Outbound Services**

**4.1.2 Dedicated Access**

**(A) InTouch Direct**

The rate per minute is \$0.044

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 4 - PRICE LIST**

4.2 InTouch Inbound

4.2.1 Switched Access

(A) ITS LocalNet Service

The rate per minute is \$0.065

For Monthly Recurring Charge and Respong Fee see Interstate Price list at  
[www.Itsonline.net](http://www.Itsonline.net)

(B) ITS LocalNet Plus E-Bill

The rate per minute is \$0.065

For Monthly Recurring Charge and Respong Fee see Interstate Price list at  
[www.Itsonline.net](http://www.Itsonline.net)

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 4 - PRICE LIST**

**4.2 InTouch Inbound**

**4.2.2 Dedicated Access**

**(A) InTouch Direct**

The rate per minute is \$0.044

For Monthly Recurring Charge and Resporg Fee see Interstate Price list at  
[www.Itsonline.net](http://www.Itsonline.net)

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 4 - PRICE LIST**

---

**4.3 Directory Assistance**

The charge is \$0.95 per call.

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President



---

**SECTION 4 - PRICE LIST**

**4.4 Calling Card Service**

**4.4.1 ITS Travel Card**

The rate per minute or fraction thereof is \$0.199

Calls originating from Payphones will incur a Payphone Surcharge (See Section 4.7.2 of this Tariff).

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      -CT- ACE .

By: Ed Jacobs, President

---

**SECTION 4 - PRICE LIST**

**4.5 Conference Services**

**4.5.1 ITS Teleconferencing**

**(A) Service Offerings**

**1. 800 Automated Service**

Usage charge of \$0.28 per minute per participant.

Stand-By Operator available for \$0.04 per minute per participant.

**2. Call-In Service**

Usage charge of \$0.20 per minute per participant.

**3. Dial-Out Service**

Set up charge of \$3.00 per participant.

Usage charge of \$0.42 per minute per participant (includes dedicated operator).

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 4 - PRICE LIST**

**4.5 Conference Services**

**4.5.1 ITS Teleconferencing**

**(B) Service Enhancements**

**1. Recording**

The recording charge is \$20.00 per 30 minute tape.

**2. Recording Play Back**

The recording play back charge is \$20.00 per 30 minute tape plus cost per minute of each participant that joins the playback conference (see 4.5.1 A .1-3)

**3. Q & A**

Set up charge of \$3.00. Only available on a conference call with an operator.

**4. Polling**

Set up charge of \$3.00. Only available on a conference call with an operator.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - CT - ACE.

By: Ed Jacobs, President

---

**SECTION 4 - PRICE LIST**

**4.6 Operator Assisted Calls**

**4.6.1 Switched Access Services.**

Per Call Charge of \$0.95

Usage charge at the Customers presubscribed outbound plan.

**4.6.2 Dedicated Access Services.**

Per Call Charge of \$0.75

Usage charge at the Customers presubscribed outbound plan.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 - -CT- ACE.

By: Ed Jacobs, President

---

SECTION 4 - PRICE LIST

4.7 Miscellaneous Charges

4.7.1 Return Check Charge

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$25.00.

4.7.2 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a Customer's toll free numbers and/or Calling Cards, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.30 per call for all such traffic.

---

Issued: January 22, 2002

Effective: February 22, 2002

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 02 -      - CT - ACE .

By: Ed Jacobs, President

## EXHIBIT B

### Ohio Department of Taxation Notification

Taxpayer Information		Tax Information	
1. Name of Taxpayer	2. Address	3. Tax ID Number	4. Tax Year
5. Date of Notification	6. Date of Filing	7. Amount Due	8. Amount Paid
9. Amount Due	10. Amount Paid	11. Amount Due	12. Amount Paid
13. Amount Due	14. Amount Paid	15. Amount Due	16. Amount Paid
17. Amount Due	18. Amount Paid	19. Amount Due	20. Amount Paid
21. Amount Due	22. Amount Paid	23. Amount Due	24. Amount Paid
25. Amount Due	26. Amount Paid	27. Amount Due	28. Amount Paid
29. Amount Due	30. Amount Paid	31. Amount Due	32. Amount Paid
33. Amount Due	34. Amount Paid	35. Amount Due	36. Amount Paid
37. Amount Due	38. Amount Paid	39. Amount Due	40. Amount Paid
41. Amount Due	42. Amount Paid	43. Amount Due	44. Amount Paid
45. Amount Due	46. Amount Paid	47. Amount Due	48. Amount Paid
49. Amount Due	50. Amount Paid	51. Amount Due	52. Amount Paid
53. Amount Due	54. Amount Paid	55. Amount Due	56. Amount Paid
57. Amount Due	58. Amount Paid	59. Amount Due	60. Amount Paid
61. Amount Due	62. Amount Paid	63. Amount Due	64. Amount Paid
65. Amount Due	66. Amount Paid	67. Amount Due	68. Amount Paid
69. Amount Due	70. Amount Paid	71. Amount Due	72. Amount Paid
73. Amount Due	74. Amount Paid	75. Amount Due	76. Amount Paid
77. Amount Due	78. Amount Paid	79. Amount Due	80. Amount Paid
81. Amount Due	82. Amount Paid	83. Amount Due	84. Amount Paid
85. Amount Due	86. Amount Paid	87. Amount Due	88. Amount Paid
89. Amount Due	90. Amount Paid	91. Amount Due	92. Amount Paid
93. Amount Due	94. Amount Paid	95. Amount Due	96. Amount Paid
97. Amount Due	98. Amount Paid	99. Amount Due	100. Amount Paid

**"ITS" Network Services**

"Integrated TeleServices...at your fingertips..."

January 17, 2002

Ohio Department of Taxation  
c/o Public Utilities Section  
30 E. Broad Street, 21st Floor  
Columbus, Ohio 43266-0420

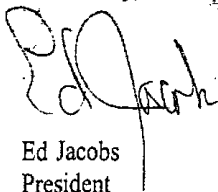
Dear Sir:

ECI Communications, Inc. has filed an application with the Public Utilities Commission of Ohio ("Commission") for New Operating Authority as a provider of competitive telecommunications services. We expect to provide service within thirty (30) days of receiving Commission approval to operate.

Questions from the Department of Taxation regarding our Ohio operations, should be referred to Jack Burk, Director of Operations, ECI Communications, Inc., 7108 Fresno Avenue, Suite 300 Fresno, CA 93720. I may be reached via telephone at (559) 447-2100.

So that our records will be complete, I would appreciate it if you would please date-stamp the extra copy of this transmittal letter and mail it in the envelope provided. Thank you for your assistance in this matter.

Yours truly,



Ed Jacobs  
President

**ITS**

**"ITS Network Services, Inc.**

7108 Fresno Avenue, Suite 300

Fresno, CA 93720

(559) 447-2100 • (559) 447-2121

## EXHIBIT C

### Officers and Directors

ECI Communications, Inc. Officers, Directors, & Shareholders		
Name/Title	Address	% of Common Shares
Edward Jacobs, President	7108 N. Fresno Street, #300 Fresno, CA 93720	23.59%
Alex Soong, Secretary, Director		0.00%
Calvin Wong, CEO, Treasurer, Chairman		11.65%
Jack Burk		2.91%
Jennifer Wong	419 San Madele Coalinga, CA 93210	8.16%
Blake Wong		2.33%
Brett Wong		2.33%
Ed Wong		3.50%
Yolanda Sanchez	921 West F. Street Ontario, CA 91762	1.17%
Ron Jacobs	3124 S. Dayton Street Denver, CO 80231	2.91%
Loberta Jacobs	27101 Puerta Del Oro Mission Viejo, CA 92691	1.46%
Negin Miknafs	12 San Julian Rancho Santa Margarita, CA 92688	1.14%
The Estate of ITS, H Wheeler, Trustee	P.O. Box 2220 Clovis, CA 93613	38.83%



## **EXHIBIT D**

### **Description of Services**

**and**

### **Target Market**

All services provided by ECI Communications, Inc. are only available to presubscribed customers. ECI Communications, Inc. proposes to offer outbound and inbound long distances services utilizing both switched and dedicated access, directory assistance, calling card, conference service, and operator toll assistance to customers in Ohio.

Services will be offered to both business and residential customers. Services will not be offered to the hospitality market.

## **EXHIBIT E**

### **Certification From Ohio Secretary Of State**



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/05/2001	200130900874	FOREIGN LICENSE/FOR-PROFIT (FLF)	125.00	.00	.00	.00	.00

**Receipt**

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

UNISEARCH, INC.  
PMB 232  
2545 HILLIARD-ROME ROAD  
HILLIARD, OH 43026

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1267065

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**ECI COMMUNICATIONS INC.**

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

Document(s)

**FOREIGN LICENSE/FOR-PROFIT**

Document No(s):

**200130900874**

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 2nd day of November,  
A.D. 2001.

*J. Kenneth Blackwell*  
Ohio Secretary of State



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/05/2001	200130900876	TRADE NAME/ORIGINAL FILING (RNO)	50.00	.00	.00	.00	.00

**Receipt**

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

UNISEARCH, INC.  
PMB 232  
2545 HILLIARD-ROME ROAD  
HILLIARD, OH 43026

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1267066

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

**ITS NETWORK SERVICES**

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

Document(s)

**TRADE NAME/ORIGINAL FILING**

Date of First Use: 09/20/2000  
Expiration Date: 11/02/2006

Document No(s):

**200130900876**

ECI COMMUNICATIONS, INC.  
7108 N FRESNO AVE, STE 300  
FRESNO, CA 93720



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 2nd day of November, A.D.  
2001.

Ohio Secretary of State

## Service Requirements Form

**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 "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 subscribers 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 more than 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):**☒ **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: ECI Communications, Inc., d/b/a ITS Network Services

Case No. 02 -      -CT- ACE

Case No.      -      -CT-TRF

Issued: January 17, 2002

including those hearing disabled, deaf, deaf/blind, and speech disabled persons who have a disability that prevents them from communicating over the telephone with out 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 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 a certification or verification by a person with a communication disability, the following discounts off basic MTS, current, price list day rates shall be made available for the benefit of the disabled person: 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; 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 Years 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.
- d. All MTS calls are 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 to calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

Provider's Name: ECI Communications, Inc., d/b/a ITS Network Services

Case No. 02 - \_\_\_\_ -CT- ACE

Case No. \_\_\_\_ - \_\_\_\_ -CT-TRF

Issued: January 17, 2002

☒ 2. EMERGENCY SERVICE CALLING PLAN

Applicable to all competitive telecommunication service providers offering MTS (See also Case No. 85-1466-TP-COI and 89-54-TP-COI):

Message toll telephone calls, to governmental emergency services 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 necessitates 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 emergency.

☐ 3. ALTERNATIVE OPERATOR SERVICES

N/A

☒ 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 PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be held up 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.

Provider's Name: ECI Communications, Inc., d/b/a ITS Network Services

Case No. 02 -      -CT- ACE

Case No.      -      -CT-TRF

Issued: January 17, 2002



**☒ 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.

Provider's Name: ECI Communications, Inc., d/b/a ITS Network Services  
Case No. 02 - \_\_\_\_ -CT- ACE  
Case No. \_\_\_\_ - \_\_\_\_ -CT-TRF  
Issued: January 17, 2002