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February 9, 2004 Overnight Delivery

PUCO

210 N. Park Ave. Winter Park, FL 32789

P.O. Drawer 200 Winter Park, FL 32790-0200 Ms. Renee Jenkins, Commission Secretary Public Utilities Commission of Ohio 180 East Broad Street, 13th Floor Columbus, Ohio 43226-0573

04-176-TP-ZTA

Tel: 407-740-8575 Fax: 407-740-0613 tmi@tminc.com RE: Tariff Revision for Network Communications International Corp. a/k/a Mundo Telecom, also a/k/a 1800Call4Less - P.U.C.O. Tariff No. 2

Dear Ms. Jenkins:

Enclosed for filing are the original and ten (10) copies of revised tariff pages filed on behalf of Network Communications International Corp. This filing introduces the Company's new presubscribed long distance services, which will be marketed under the name, Mundo Telecom, and also introduces is a new operator assisted service, to be offered under the marketing name, 1800Call4Less. In addition, revisions to the Rules and Regulations section of this tariff to incorporate presubscribed services have also been made, and the Public Pay Telephone Surcharge has been increased. The company's fictitious name registrations are enclosed. The Company requests an effective date of February 10, 2004.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter, and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3004 or morton@tminc.com.

Sincerely,

Robin Norton

Consultant to Network Communications International Corp. a/k/a Mundo Telecom

RN/ks

cc:

Stephanie Jackson - NCIC

file:

NCIC - OH

tms:

OHo0401



DATE: 12/12/2003

DOCUMENT ID 200334503078

DESCRIPTION

TRADE NAME/ORIGINAL FILING (RNO)

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Receipt

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

PREMIER CORPORATE SERVICES, INC-MINNESOTA 590 PARK STREET SUITE 6 ST. PAUL, MN 55103

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

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

1800CALL4LESS

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

Document(s)

Document No(s):

200334503078

TRADE NAME/ORIGINAL FILING

Date of First Use:

12/01/2003

NETWORK COMMUNICATIONS INTERNATIONAL CORP. 1809 JUDSON RD. LONGVIEW, TX 7560

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 5th day of December, A.D. 2003

Ohio Secretary of State

DATE; 12/12/2003

DOCUMENT ID DESCRIPTION 200534503082 TRADE NAME OF

CERT

COPY

Receipt

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

PREMIER CORPORATE SERVICES, INC. 590 PARK STREET SUITE 6 ST. PAUL, MN 55103

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

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

MUNDO TELECOM

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

Document(s)

TRADE NAME/ORIGINAL FILING

Date of First Use: Expiration Date:

12/01/2003

Document No(s):

200334503082

NETWORK COMMUNICATIONS INTERNATIONAL CORP. 1809 JUDSON ROAD LONGVIEW, TX 73603



State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 5th day of December,

A.D. 2003.

Ohio Secretary of State

The Public Utilities Commission of Ohio

TELECOMMUNICATIONS APPLICATION FORM

(Effective: 07/23				, & &	
(Pursuant to Case Nos. 99-998-TP-C	Ol and 99-56	33-TP-COI)	_	OPPO OBJORNIO: 17	
In the Matter of the Application of)		
Network Communications International Corp. Case N	10. <u>04</u>	176 TATA	- 4	发 星 星	
for Authority to Resell Telecommunications Services	10. <u>0</u>			100	
)				0 5 2	
,					
Name of Registrant(s) Network Communications International Corp.					
DBA(s) of Registrant(s) a/k/a Mundo Telecom, a/k/a 1800Call4Less					
Address of Registrant(s) 1809 Judson Road, Longview, Texas 75605-4710)				
Company Web Address www.ncic.com					
Regulatory Contact Person(s) Robin Norton	_ Phone	407-740-8575	Fax	407-740-0613	
Regulatory Contact Person's Email Address rnorton@tminc.com					
Contact Person for Annual Report Stephanie Jackson	Phone	800-230-4523			
Consumer Contact Information Teena Sessions	_ Phone	800-230-4523			
Data 02/00/04 TDE Docket No.	E			יומיד מיד	
Date 02/09/04 TRF Docket No TR	F or	•		-TP-TRF	
Motion for protective order included with filing?		No			
Motion for waiver(s) filed affecting this case? □ Yes ■ No [Note: waiver(s) tolls					
Company Type (check all applicable):		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
■ CTS (IXC) □ ÍLEC □ CLEC	0	CMRS	_	AOS	
□ Other (explain)			-		
C Outs (septim)					
NOTE: This form must accompany all applications filed by telecommunicat	ion service	nroviders subject to	the Co	mmission's rules	
promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or h					
96-463-TP-UNC. It is preferable <u>NOT</u> to combine different types of filings, b					
longest applicable review period.	, ,	o so, you must just u		process with the	
I. Please indicate the reason for submitting this form (check one)					
1 (AAC) Application to Amend Certificate by a CLEC to modify Serving A	rea (0-day 1	notice, 7 copies)			
2 (ABN) Abandonment of all Services	, ,	· •			
☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day app				matic, 10 copies)	
□ 3 (ACE) New Operating Authority for providers other than CMRS (30-day					
a. Switched Local b. Non-switched local c. CTS		Local and CTS 🛛 e.	Other (e	explain)	
□ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copie	es)				
D 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)	: NIAC -	ADD (20 d	1 5	7	
G (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved NOTE: see item 25 (CTR) on page two of this form for a			pprovai, i	(copies)	
□ 7 (AMT) LEC Merger (30-day approval, 10 copies)	ui oiner con	uruci juings			
□ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable pro	cess 10 cor	nies)			
9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application	to Reclass	ify Service Among Tie	rs. or Ch	ange to Non-Tier Service	
a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-CO		,	, 01 011	g	
i. Pre-filing submittal (30-day pre-filing submittal with Staff and		Not Docket, 4 copies)			
ii. New End User Service which has been preceded by a 30-day p			ll submitt	als and also with OCC	
for Tier 1 residential services (0-day filing, 10 copies)	•				
□ iii. New End User Service (NOT preceded by a 30-day filing subm	nittal, 30-da	y approval, 10 copies)			
□ iii. New End User Service (NOT preceded by a 30-day filing subn					
iv New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)					
v Change in Terms and Conditions, textual revision, correction o	f error, etc.	(30-day approval, 10 c	copies)		
vi Grandfather service (30-day approval, 10 copies)	1.770		`		
□ vii Initial Carrier-to-Carrier Services Tariff subsequent to ACE ap			s)		
u viii Withdrawal of Tier 1 service must be filed as an "ATW", not a	n AIA -	see item 12, below			
 b. Reclassification of Service Among Tiers (NOT automatic, 10 copies) c. Textual revision with no effect on rates for non-specific or non-tier serv 	ica (30.dos	annewal In coniect			
10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)	ios (sorudy	approvat, to copies)			
□ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-	day annroy	ral 10 copies)			
□ 12 (ATW) Application to United a Transaction Between Unities (30-day approval, 10 copies)					
a. CLEC (60-day approval, 10 copies)	o b. ILEO	C (NOT automatic, 10	conies)		
□ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)					

u 17	(14AG) Regulated interconnection Agreement between Carriers (0-day effective, 90-day approval, 6 copies)				
□ 15	(RRC) For CMRS providers only to Register or to Notif	y of a Change in Operations (0-day notice, 7 copies)			
	(SLF) Self-complaint Application				
	☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)				
	□ b. Introduce or increase maximum price range for No	n-Specific Service Charge (60-day approval, 10 copies)			
o 17					
	(UNC) Unclassified (explain)	es			
	■ a. New End User Service (0-day notice, 10 copies)				
	■ b. Change in Terms and Conditions, textual revision,	correction of error, etc. (0-day notice, 10 copies)			
	c. Withdrawal of service (0-day notice, 10 copies)	· · · · · · · · · · · · · · · · · · ·			
n 19	Other (explain)	(NOT automatic, 15 copies)			
THE 1 20 21 22 23 24	Introduction or Extension of Promotional Offering New Price List Rate for Existing Service a. Tier 1 Designation of Registrant's Process Agent(s) Update to Registrant's Maps For Tier 2 Services – indicate which option you intend to Paper Tariff Electronic Tariff If electronic				
<u>THE 1</u> □ 25	amendments)	(0-day notice, 7 copies) contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract (Use same CTR number throughout calendar year)			

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

	(1) and above)	indicate, at a minimum, the types of cases in which the exhibit is required:
0	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver
		tolls any automatic timeframe associated with this filing.
	[3]	Completed Service Requirements Form.
	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
0	[3]	Evidence 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.
п	[3]	Brief description of service(s) proposed.
	[3a-b,3d]	Explanation of whether applicant intends to provide resold services, resold services, resold and
		facilities-based services.
	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be
		including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
	[3a-b,3d]	Description of the proposed market area.
	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including, at a minimum, a pro forma income statement
		and a balance sheet. If the pro forma income statement is based upon a certain geographical area(s) or information in
		other jurisdictions, please indicate.
0	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s)
		and proposed service area.
	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the
		State of Ohio, include that certification number.
	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records
		in accordance with the GAAP.
0	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable):
		□ interconnection agreement, □ retail tariffs, or □ resale tariffs.
	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer
		receiving dial tone.
	[3a,3b,3d,	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if
	9a,(i-iii)]	applicable).
	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed
		timeline for construction, interconnection, and offering of services to end users.

	[3,4,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use
		of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
0	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
	[1-2,4-7,9,12-	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or
	13,16,18-24]	affected. Specify for each service affected whether it is up business; up residence; or up both. Also indicate whether it is a
		■ switched or ■ dedicated service. Include this information in either the cover letter or Exhibit C.
	[1,2,4,9a(v-vi),	Specify which notice procedure has been utilized: □ direct mail; □ bill insert; □ bill notation or □ electronic mail. NOTE:
	5,10,16,18(b-c),	Tier 1 price list increases must be within an approved range of rates.
	20-21]	Please see Exhibit D.
	[2,4-5,9a(v), 9b,	Copy of real time notice which has been provided to customers. For SLF's the customer notice will be addressed in a
	10,12-13,16,	Commission Order.
	18(b-c),20-21]	
	[1,2,5,9a(v),11-13,	Affidavit attesting that customer notice has been provided.
	21(increase only)]	
	[2,12]	Copy of Notice which has been provided to ILEC(s).
0	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
В	[2,4,10,12-13,]	List of Ohio counties specifically involved or affected.
0	[14]	The interconnection agreement adopted by negotiation or mediation.
	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal
_	[10]	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.
П	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the
_	[.0]	Ohio Secretary of State.
0	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
0	[5,13]	New title sheet with proposed new company name.
0	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve. (Use spreadsheet from:
u	[1,5,15]	http://www.puc.state.oh.us/puco/forms/form.crm?doc id=357.
	[1,3a-b,3d,7,	Maps depicting the proposed serving and calling areas of the applicant.
_	10,13, 23]	inters deprecing the proposed serving and earning areas of the approach.
	10,13, 23]	If Mirroring Large ILEC exchanges for both serving area and local calling areas: • Serving area must be clearly
ы		reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular
		large ILEC/CLEC territory, and listing the involved exchanges. • Local calling areas must be clearly reflected on an
		Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange
		being served and all exchanges to which local calls can be made from each of those exchanges.
		Donig 301702 and an eventalizes to which local cans can be made from each of those eventalizes.
- o		If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s):
·		• Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by
		listing the involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and
		clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States
		Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute
		1:24,000.
0		Other information requested by the Commission staff.
	[2]	
	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff:
		□ Paper Tariff □ Electronic Tariff If electronic, provide the tariff's web address:

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

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- [x] Sales tax
- [x] Minimum Telephone Service Standards (MTSS)
- [x] Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

□ 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- [x] Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- [x] Emergency Services Calling Plan [Required if toll service provided]
- [x] Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- □ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- □ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- □ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]
- IV. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Robin Norton, Consultant to Network Communications International Corp., 210 N. Park Avenue, Winter Park FL 32789 407-740-8575 Teena Sessions, Network Communications International Corp., 1809 Judson Road, Longview, TX 75605-4710 Ph: 800-230-4523

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

V. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Customer Service Manager, Network Communications International Corp., 1809 Judson Road, Longview, TX 75605-4710 Ph: 800-230-4523

<u>AFFIDAVIT</u> Minimum Telephone Service Standards

I am an authorized representative of the applicant corporation, Network Communications International Corp., and am authorized to make this statement on its behalf. I attest that these tariffs comply with the Minimum Telephone Service Standards (MTSS) for the State of Ohio. I understand that the Minimum Telephone Service Standards, as modified and clarified from time to time, supercede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

Executed on February 9, 2004 at Winter Park, FL 32789.

Consultant to Network Communications International Corp.

This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Robin Norton, Consultant to Network Communications International Corp., verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

February 9, 2004

Consultant to Network Communications International Corp.

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio Attention: Docketing Division (or to the Telecommunications Division Chief if a prefiling submittal) 180 East Broad Street, Columbus, OH 43215-3793

 ${\bf Network\ Communications\ International\ Corp.}$ EXHIBIT A **Superseded Tariff Sheets**

NETWORK COMMUNICATIONS INTERNATIONAL CORP.

P.U.C.O. Tariff No. 2 1st Revised Title Sheet Cancels Original Title Sheet

TITLE SHEET

P.U.C.O. 1

NETWORK COMMUNICATIONS INTERNATIONAL CORP.

90 - 5854 - CT - TRF

RESALE AND ALTERNATIVE OPERATOR ASSISTED TELECOMMUNICATIONS SERVICES

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

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

Issued: August 24, 2000 Effective: August 25, 2000

Issued by: Mr. William L. Pope - President

606 East Magrill Street Longview, Texas 75601

Longview, Texas 7500

NETWORK COMMUNICATIONS INTERNATIONAL CORP.

P.U.C.O. Tariff No. 2 3rd Revised Sheet 1 Cancels 2nd Revised Sheet 1

OHo0201

CHECK SHEET

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

Page	Revision		Page	Revision	Pa	ge	Revision
Title	1st Rev.		21	2 nd Rev.	4	-	1st Rev.
1	3rd Rev.	*	22	Original	4	1	1st Rev.
2	Original		23	Original	41	.1	Original
3	Original		24	1st Rev.	4	2	Original
4	Original		25	Original	4:	3	Original
5	Original		26	Original	4	4	Original
6	Original		27	Original			
7	1st Rev.		28	1st Rev.			
8	1st Rev.		29	Original			
9	1st Rev.		30	Original			
10	Original		30.1	Original			
11	Original		30.2	1st Rev.	*		
12	Original		31	1st Rev.			
13	1st Rev.		32	Original			
14	Original		33	Original			
15	Original		34	Original			
16	1st Rev.		35	Original			
17	Original		36	Original			
18	Original		37	Original			
19	Original		38	Original			
20	Original		39	1st Rev.			

* - indicates those pages includes with this filing

Issued: January 29, 2002 Effective: January 30, 2002

Issued by:

Mr. William L. Pope - President 1809 Judson Road Longview, Texas 75605

CASE NO.: 00-1265-TP-ORD

NETWORK COMMUNICATIONS INTERNATIONAL CORP.

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Section 6 Contract Services 64	1

Issued: September 10, 1999

Effective: September 10, 1999

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

APPLICATION OF TARIFF

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

Issued: September 10, 1999

Effective: September 10, 1999

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

SYMBOLS

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

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

Issued: September 10, 1999

Effective: September 10, 1999

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 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 sheet version on file with the P.U.C.O.. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I.
- **D.** Check Sheets When a tariff filing is made with the P.U.C.O., an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

Issued: September 10, 1999 Effective: September 10, 1999

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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P.U.C.O. Tariff No. 2 1st Revised Sheet 9 Cancels Original Sheet 9

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Traditional Operator Services - Traditional Operator Services are those services provided by the Company in which the end user has a Customer relationship with the Company, the Company contracts with the Customer/end user to provide the services, and the Customer/end user pays for the actual processing of the operator assisted calls.

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P.U.C.O. Tariff No. 2 1st Revised Sheet 13 Cancels Original Sheet 13

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

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

The Company offers Alternative Operator Services.

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

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2.2 Limitations

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

2.3 Use

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

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2.4 Liabilities of Company

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

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2.4 Liabilities of Company, (Cont'd.)

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



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2.5 Deposits

The Company does not normally require deposits from customers, however deposits may be required of customers who do not meet the company's credit requirements, or for whom no credit history is available.

2.6 Advance Payments

The Company does not normally require advance payments from customers, however it reserves the right to collect an advance payment of one month's estimated charges. The advance payment is applied to the following month's bill for service.

2.7 Taxes and Fees

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

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2.7 Taxes and Fees, (Cont'd.)

2.7.4 Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call

\$0.30

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2.8 Payment for Service and Credit Regulations

2.8.1 Billing and Credit Regulations

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

2.8.2 Payment for Service Regulations

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

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

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

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

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

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

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

- (J) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K) NCIC will not bill for unanswered calls in areas where Equal Access is available, nor will NCIC knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, NCIC will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (L) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.
- 2.8.3 Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified by the MTSS.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

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

2.10 Billing Entity Conditions

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

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2.11 Compliance with Regulatory Requirements

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

2.12 Interconnection

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

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2.13 Denial of Access to Service by the Company

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

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

 Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS. (N)

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

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

2.15 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

2.16 Credit Allowances for Interruption of Service

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

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2.17 Inspection, Testing and Adjustment

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

2.18 Promotional Offerings

2.18.1 The Company may from time to time waive or vary charges for promotional, market research or other similar business purposes. The varying charges will not exceed those in this tariff for the same services.

2.18.2 The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.

2.18.3 Special offerings will not exceed a period of ninety (90) days.

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2.19 Responsibilities of Aggregators

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

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

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2.19 Responsibilities of Aggregators, (Cont'd.)

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

2.20 Responsibilities of the Subscriber

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

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

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

Issued: September 10, 1999

Effective: September 10, 1999

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

2.21 Responsibilities of Authorized Users

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

Issued: September 10, 1999

Effective: September 10, 1999

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

2.22 Toll Blocking

(N)

Network Communications International Corp. may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, Network Communications International Corp. may not deny establishment of 1+ presubscribed toll service on the grounds that the Customer has failed to establish creditworthiness, if:

- (a) the customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- (b) Network Communications International Corp., exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or
- (c) Network Communications International Corp. attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved tariff.

(N)

Issued: August 23, 2001

Effective: August 24, 2001

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

CASE NO.: 01-2186-CT-ZTA

OHo0101

P.U.C.O. Tariff No. 2 1st Revised Sheet 30.2 Cancels Original Sheet 30.2

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.22 Toll Blocking, (Cont'd.)

When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select Network Communications International Corp. as his or her 1+ carrier of choice, Network Communications International Corp. may, subject to the PUCO's tariffed toll deposit policies and the Commission's rules on establishment of service (See Rules 4901:1-5-13 and 4901:1-5-14, Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5-13 (B), O.A.C., but Network Communications International Corp., may negotiate a lower deposit.

(T)

(T)

Network Communications International Corp. may furnish credit information, acquired from Network Communications International Corp.'s own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. Network Communications International Corp. will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment by the Customer of all past due toll debt to Network Communications International Corp., Network Communications International Corp. will notify the Customer's local carrier that the block can be lifted and all 1+ dialing capabilities, including 10-XXX, will be restored.

Issued: January 29, 2002

Effective: January 30, 2002

Issued by:

Mr. William L. Pope - President 1809 Judson Road Longview, Texas 75605

CASE NO.: 00-1265-TP-ORD

OHo0201

P.U.C.O. Tariff No. 2 1st Revised Sheet 31 Cancels Original Sheet 31

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

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

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

Issued: August 24, 2000 Effective: August 25, 2000

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

3.2 Determination of Call Duration and Timing of Calls

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

Issued: September 10, 1999

Effective: September 10, 1999

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

3.3 Time of Day Rate Periods

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

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD						
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD					EVE	
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

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

Issued: September 10, 1999

Effective: September 10, 1999

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

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

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

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

- * = Applies to Federally recognized days only.
- ** = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

Issued: September 10, 1999

Effective: September 10, 1999

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

3.4 Calculation of Distance

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the

Customer's switch and the destination point.

Step 2: Obtain the difference between the "V" coordinates of each of the serving wire

centers. Obtain the difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the

next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance

between the originating and terminating serving wire centers of the call.

Formula:

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

Issued: September 10, 1999

Effective: September 10, 1999

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

3.5 Operator Services

3.5.1 Determination of Charges

The charges for MTS are determined by the:

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

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

3.5.2 Classes of Services

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

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Effective: September 10, 1999

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

3.5 Operator Services, (Cont'd.)

3.5.3 Application of Operator Services Rates

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

Issued: September 10, 1999

Effective: September 10, 1999

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

3.5 Operator Services, (Cont'd.)

3.5.4 Rate Schedules - Intrastate Per Minute Charges

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

	Day		Evening		Night/Weekend	
Mileage Band	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
0-10	\$0.3200	\$0.1600	\$0.3200	\$0.1600	\$0.3200	\$0.1600
11-22	\$0.4000	\$0.2200	\$0.4000	\$0.2200	\$0.4000	\$0.2200
23-55	\$0.4800	\$0.2800	\$0.4800	\$0.2800	\$0.4800	\$0.2800
56-124	\$0.5700	\$0.3700	\$0.5700	\$0.3700	\$0.5700	\$0.3700
125+	\$0.5800	\$0.3900	\$0.5800	\$0.3900	\$0.5800	\$0.3900

3.5.5 Intrastate Per Call Service Charges

Customer Dialed Calling Card	\$1.70
Operator Handled	\$2.50
Person-to-Person	\$4.80

Issued: September 10, 1999

Effective: September 10, 1999

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

P.U.C.O. Tariff No. 2 1st Revised Sheet 39 Cancels Original Sheet 39

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 [Reserved for Future Use]

(D)

(D)

Issued: August 24, 2000

Effective: August 25, 2000

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

P.U.C.O. Tariff No. 2 1st Revised Sheet 40 Cancels Original Sheet 40

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 [Reserved for Future Use]

(D)

(D)

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Effective: August 25, 2000

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

P.U.C.O. Tariff No. 2 1st Revised Sheet 41 Cancels Original Sheet 41

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 [Reserved for Future Use]

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(D)

(D)

Issued: August 24, 2000 Effective: August 25, 2000

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

3.7 Non-Subscriber Service Charge

(N)

A Service charge is applicable to interstate Operator Station, Person-to-Person or Real Time rated calls billed to all lines which are presubscribed to an interexchange carrier other than NCIC, or not presubscribed to any interexchange carrier. This charge is in addition to the initial period and additional period charges applicable to calls from points throughout the United States.

The Non-Subscriber Service Charge does not apply to calling card calls, intraLATA calls, conference calls, calls to Directory Assistance, toll free or 900 telephone numbers, Ship-to-Shore service or Telecommunications Relay Service, calls originated from cellular phones; Customers with disabilities and calls billed to all lines which have discontinued presubscription to NCIC but for whom an active billing record still exists in NCIC's billing system.

\$2.50

Effective: August 25, 2000

Non-Subscriber Service Charge per call:

(N)

Issued: August 24, 2000

Mr. William L. Pope - President

606 East Magrill Street

Longview, Texas 75601

CASE NO.: 00-1548-CT-ZTA

Issued by:

SECTION 4 - MISCELLANEOUS SERVICES

4.1 Late Payment Charge

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

4.2 Return Check Charge

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

4.3 Directory Assistance

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

Directory Assistance, Per Call InterLATA	\$1.40
Directory Assistance, Per Call IntraLATA	\$0.30

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Effective: September 10, 1999

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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Effective: September 10, 1999

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601

SECTION 6 - CONTRACT SERVICES

6.1 General

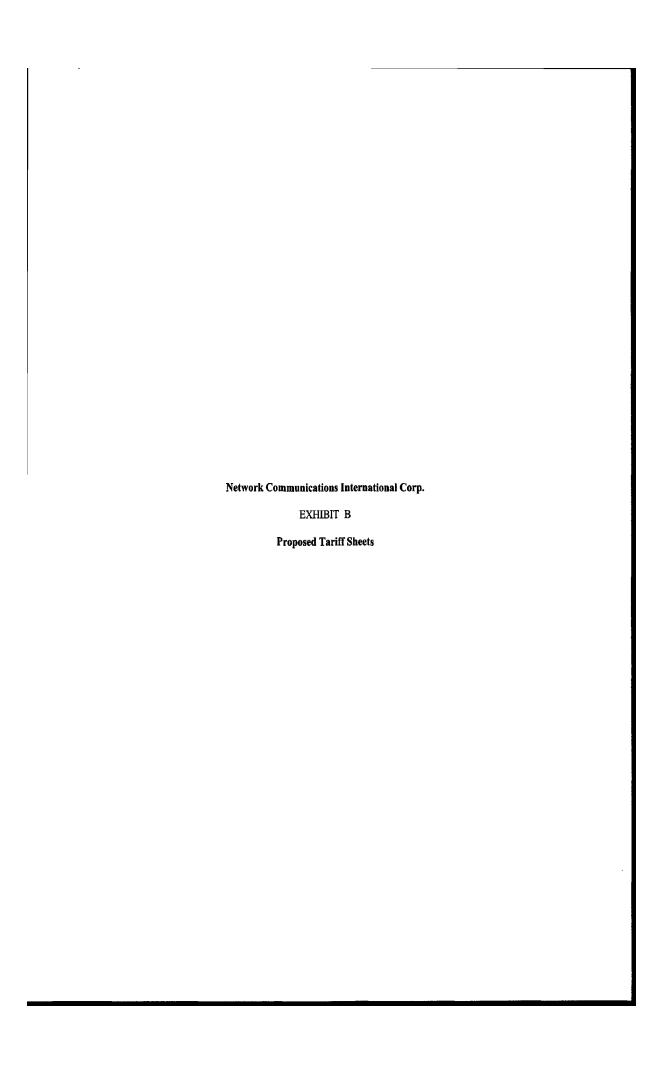
At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein,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

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Effective: September 10, 1999

Issued by:

Mr. William L. Pope - President 606 East Magrill Street Longview, Texas 75601



P.U.C.O. Tariff No. 2 2nd Revised Title Page Cancels 1st Revised Title Page

(T)

TITLE PAGE

P.U.C.O. 1

NETWORK COMMUNICATIONS INTERNATIONAL CORP.

a/k/a Mundo Telecom, a/k/a 1800Call4Less

(T)

90 - 5854 - CT - TRF

RESALE AND ALTERNATIVE OPERATOR ASSISTED TELECOMMUNICATIONS SERVICES

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

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

(T)

Issued: February 10, 2004

Effective: February 10, 2004

Issued by:

Mr. William L. Pope - President

1809 Judson Road

Longview, Texas 75605-4710

OHo0401

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION	
Title	2 nd Rev.	*	29	1st Rev.	*
1	4 th Rev.	*	30	1 st Rev.	*
2	1st Rev.	*	30.1	1 st Rev.	*
3	1st Rev.	*	30.2	2 nd Rev.	*
4	1st Rev.	*	30.3	Original	*
5	1st Rev.	*	30.4	Original	*
6	1st Rev.	*	30.5	Original	*
7	2 nd Rev.	*	31	2 nd Rev.	*
8	2 nd Rev.	*	32	1st Rev.	*
9	2 nd Rev.	*	33	1st Rev.	*
10	1st Rev.	*	34	1 st Rev.	*
11	1st Rev.	*	35	1st Rev.	*
12	1st Rev.	*	36	1st Rev.	*
13	2 nd Rev.	*	37	1st Rev.	*
14	1st Rev.	*	38	1st Rev.	*
15	1st Rev.	*	39	1st Rev.	*
16	1st Rev.	*	40	2 nd Rev.	*
17	1st Rev.	*	41	2 nd Rev.	*
18	1 st Rev.	*	41.0	Original	*
19	1st Rev.	*	41.1	1st Rev.	*
20	1st Rev.	*	42	1st Rev.	*
21	3 rd Rev.	*	43	1st Rev.	*
22	1st Rev.	*	44	1st Rev.	*
23	l st Rev.	*			
24	2 nd Rev.	*			
25	1st Rev.	*			
26	1st Rev.	*			
27	1st Rev.	*			
28	2 nd Rev.	*			

^{* -} indicates those pages included with this filing

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Effective: February 10, 2004

Issued by:

Mr. William L. Pope - President

1809 Judson Road

Longview, Texas 75605-4710

OHo0401

a/k/a Mundo Telecom, a/k/a 1800Call4Less

P.U.C.O. Tariff No. 2 1st Revised Page 2 Cancels Original Page 2

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Mr. William L. Pope - President

1809 Judson Road

Longview, Texas 75605-4710

OHo0401

a/k/a Mundo Telecom, a/k/a 1800Call4Less

P.U.C.O. Tariff No. 2 1st Revised Page 3 Cancels Original Page 3

(T)

APPLICATION OF TARIFF

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

Issued: February 10, 2004

Effective: February 10, 2004

Issued by:

Mr. William L. Pope - President

1809 Judson Road

Longview, Texas 75605-4710

OHo0401

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SYMBOLS

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

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

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Issued by:

Mr. William L. Pope - President

1809 Judson Road

Longview, Texas 75605-4710

OHo0401

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

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TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the P.U.C.O. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
- **C.** Paragraph Numbering Sequence There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1.

2.1.1.A.1.(a).

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

D. Check Sheets - When a tariff filing is made with the P.U.C.O., an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.)

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Mr. William L. Pope - President

1809 Judson Road

Longview, Texas 75605-4710

OHo0401

P.U.C.O. Tariff No. 2 1st Revised Page 6 Cancels Original Page 6

(T)

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

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

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

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

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

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

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

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Mr. William L. Pope - President

1809 Judson Road

Longview, Texas 75605-4710

OHo0401

P.U.C.O. Tariff No. 2 2nd Revised Page 7 Cancels 1st Revised Page 7

(T)

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

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

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

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

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

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

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

(T) (T)

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

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

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

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

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

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

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

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

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

Mundo (or Mundo Telecom) - Refers to the marketing name under which specified services are provided under this tariff.

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

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

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

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

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

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

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

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

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

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

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

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

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

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

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

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

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

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

Traditional Operator Services - Traditional Operator Services are those services provided by the Company in which the end user has a Customer relationship with the Company, the Company contracts with the Customer/end user to provide the services, and the Customer/end user pays for the actual processing of the operator assisted calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

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

The Company offers Alternative Operator Services.

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations

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

2.3 Use

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

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2.4 Liabilities of Company

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of Company, (Cont'd.)

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Deposits

The Company does not require deposits from customers.

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2.6 Advance Payments

The Company does not normally require advance payments from customers, however it reserves the right to collect an advance payment of one month's estimated charges. The advance payment is applied to the following month's bill for service.

2.7 Taxes and Fees

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

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2.7 Taxes and Fees, (Cont'd.)

2.7.4 Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call \$0.47

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2.8 Payment for Service and Credit Regulations

2.8.1 Billing and Credit Regulations

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

2.8.2 Payment for Service Regulations

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

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

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

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

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

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

- (J) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K) NCIC will not bill for unanswered calls in areas where Equal Access is available, nor will NCIC knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, NCIC will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (L) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.
- 2.8.3 Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified by the MTSS.

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

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

2.10 Billing Entity Conditions

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Compliance with Regulatory Requirements

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

2.12 Interconnection

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Denial of Access to Service by the Company

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

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

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

2.15 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

2.16 Credit Allowances for Interruption of Service

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Inspection, Testing and Adjustment

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

2.18 Promotional Offerings

- 2.18.1 The Company may from time to time waive or vary charges for promotional, market research or other similar business purposes. The varying charges will not exceed those in this tariff for the same services.
- **2.18.2** The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.
- 2.18.3 Special offerings will not exceed a period of ninety (90) days.

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2.19 Responsibilities of Aggregators

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

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.19 Responsibilities of Aggregators, (Cont'd.)

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

2.20 Responsibilities of the Subscriber or Customer

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

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NETWORK COMMUNICATIONS INTERNATIONAL CORP.

a/k/a Mundo Telecom, a/k/a 1800Call4Less

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.20.4 The Subscriber or Customer is responsible for arranging ingress to its premises at times mutually agreeable to it and NCIC when required for NCIC personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of NCIC's services.

2.20.5 The Subscriber or Customer shall ensure that its terminal equipment and/or system is properly interfaced with NCIC's facilities or services, that the signals emitted into NCIC's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber or Customer and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers or Customers.

2.20.6 If the Subscriber or Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to NCIC's equipment, personnel, or the quality of Service to other Subscribers or Customers, NCIC may, upon written notice, require the use of protective equipment at the Subscriber's or Customer's expense. If this fails to produce satisfactory quality and safety, NCIC may, upon written notification, terminate the Subscriber's or Customer's service.

2.20.7 The Subscriber or Customer must pay NCIC for replacement or repair of damage to the equipment or facilities of NCIC caused by negligence or willful act of the Subscriber or Customer, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Customer, Authorized Users, or others.

2.20.8 The Subscriber or Customer must pay for the loss through theft or fire of any of NCIC's equipment installed at Subscriber's or Customer's premises.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.21 Responsibilities of Authorized Users

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.22 Toll Blocking

Network Communications International Corp. may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, Network Communications International Corp. may not deny establishment of 1+ presubscribed toll service on the grounds that the Customer has failed to establish creditworthiness, if:

- (a) the customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- (b) Network Communications International Corp., exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or
- (c) Network Communications International Corp. attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.22 Toll Blocking, (Cont'd.)

When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select Network Communications International Corp. as his or her 1+ carrier of choice, Network Communications International Corp. may, subject to the PUCO's tariffed toll deposit policies and the Commission's rules on establishment of service (See Rules 4901:1-5-13 and 4901:1-5-14, Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5-13 (B), O.A.C., but Network Communications International Corp., may negotiate a lower deposit.

Network Communications International Corp. may furnish credit information, acquired from Network Communications International Corp.'s own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. Network Communications International Corp. will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment by the Customer of all past due toll debt to Network Communications International Corp., Network Communications International Corp. will notify the Customer's local carrier that the block can be lifted and all 1+ dialing capabilities, including 10-XXX, will be restored.

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NETWORK COMMUNICATIONS INTERNATIONAL CORP.

a/k/a Mundo Telecom, a/k/a 1800Call4Less

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.23 Customer Liability for Unauthorized Use of the Network

(N)

2.23.1 Unauthorized Use of the Network

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

(N)

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

(N)

2.23.2 Liability for Unauthorized Use

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

(N)

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.24.3 Liability for Calling Card Fraud

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

2.24.4 Liability for Credit Card Fraud

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

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

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

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

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.2 Determination of Call Duration and Timing of Calls

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

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Time of Day Rate Periods

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

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM		DAVTIL	TE RATE	PERIOD			d
TO		DAYTIME RATE PERIOD OR PEAK RATE PERIOD					
4:59 PM		OKTEA	KKAIL	rekiod			
5:00 PM		EVENIN	GRATE	PERIOD		•	
TO		OR OFF PEAK RATE PERIOD					EVE
10:59 PM		K OFF 11		E I LICOI	,		}
11:00 PM		NIC	HT/WEF	KEND RA	TE DER	מטו	<u> </u>
TO	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						
7:59 AM		C	OR OFF P	EAK RATI	E PERIO	עי	
	1						

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

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

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

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

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

* = Applies to Federally recognized days only.

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

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.4 Calculation of Distance

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

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

Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers.

Obtain the Difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

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

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Operator Services

3.5.1 Determination of Charges

The charges for MTS are determined by the:

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

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

3.5.2 Classes of Services

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

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.3 Application of Operator Services Rates

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

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.4 Rate Schedules - Intrastate Per Minute Charges

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

	Day		Evening		Night/Weekend	
Mileage Band	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
0-10	\$0.3200	\$0.1600	\$0.3200	\$0.1600	\$0.3200	\$0.1600
11-22	\$0.4000	\$0.2200	\$0.4000	\$0.2200	\$0.4000	\$0.2200
23-55	\$0.4800	\$0.2800	\$0.4800	\$0.2800	\$0.4800	\$0.2800
56-124	\$0.5700	\$0.3700	\$0.5700	\$0.3700	\$0.5700	\$0.3700
125+	\$0.5800	\$0.3900	\$0.5800	\$0.3900	\$0.5800	\$0.3900

3.5.5 Intrastate Per Call Service Charges

Customer Dialed Calling Card	\$1.70
Operator Handled	\$2.50
Person-to-Person	\$4.80

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(N)

(N)

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.6 1800Call4Less

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

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

(A) Per Minute Usage Rates

\$0.25

(B) Per Call Charges

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

Operator Assisted Call	\$4.50
Operator Station - Automated	\$3.99
Person-to-Person	\$4.50

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a/k/a Mundo Telecom, a/k/a 1800Call4Less

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Mundo Telecom Long Distance Services

(N)

(N)

The following services are offered under the name, Mundo Telecom. Mundo Telecom Long Distance Services offer direct dial and toll-free calling to presubsribed customers. Service is available for Customer use twenty-four (24) hours a day, seven (7) days a week. Intrastate service is sold in conjunction with interstate and international service.

Calls are placed via Switched or Dedicated Access origination from Customer local exchange access lines presubscribed to the NCIC network or that of its underlying carrier.

Depending on the billing method that the Customer selects, an additional monthly charge may apply as specified below.

3.6.1 Mundo Telecom Direct Dial and Toll Free Calling

For billing purposes, call timing is rounded up to the next six (6) second increment following a minimum initial period of eighteen (18) seconds.

(A) Switched Access Usage Charges

Per	Minute	Rate
-----	--------	------

Direct Dial \$0.11 Toll-Free \$0.12

(B) Dedicated Access Usage Charges

Per Minute Rate

Direct Dial \$0.08 Toll-Free \$0.09

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Mundo Telecom Long Distance Services, (Cont'd.)

(N)

3.6.2 Travel Card Service

Travel Card Service allows Customers to place calls without operator assistance from locations other than their normal place of business or residence. Service is offered twenty-four (24) hours a day, seven (7) days a week to all valid terminating locations. Interstate service is sold in conjunction with international and intrastate service.

Access to Travel Card Service is obtained via a toll-free number dialed by the Customer. In order to place a call, the Customer must input a valid Authorization Code in addition to the destination area code and number.

For billing purposes, call timing is rounded up to the next sixty (60) second increment following a minimum initial period of sixty (60) seconds.

(A) Rates and Charges

Per Minute Rate:

\$0.24

Monthly Recurring Charge:

(N)

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(N)

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Mundo Telecom Long Distance Services, (Cont'd.)

3.6.3 Directory Assistance

Directory Assistance is available to Customers of Mundo Long Distance services. A Directory Assistance charge applies to each call to Directory Assistance. Two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call, regardless of whether the requested telephone number can be furnished.

Call completion is available upon request. Usage rates for call completion apply in addition to the Directory Assistance Call charge as specified below. Call completion usage rates are the same as those applicable to the Customer's outbound service as specified in this tariff.

Per Directory Assistance Call

\$0.99

Call Completion

Same as the Customer's rates for outbound service

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.7 Non-Subscriber Service Charge

A Service charge is applicable to interstate Operator Station, Person-to-Person or Real Time rated calls billed to all lines which are presubscribed to an interexchange carrier other than NCIC, or not presubscribed to any interexchange carrier. This charge is in addition to the initial period and additional period charges applicable to calls from points throughout the United States.

The Non-Subscriber Service Charge does not apply to calling card calls, intraLATA calls, conference calls, calls to Directory Assistance, toll free or 900 telephone numbers, Ship-to-Shore service or Telecommunications Relay Service, calls originated from cellular phones; Customers with disabilities and calls billed to all lines which have discontinued presubscription to NCIC but for whom an active billing record still exists in NCIC's billing system.

Non-Subscriber Service Charge per call:

\$2.50

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SECTION 4 - MISCELLANEOUS SERVICES

4.1 Late Payment Charge

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

4.2 Return Check Charge

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

4.3 Directory Assistance

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

Directory Assistance, Per Call InterLATA Directory Assistance, Per Call IntraLATA \$1,40

\$0.30

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SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

5.3 Competitive Response Promotion

NCIC will, at its discretion, match certain standard or promotional offerings of other interexchange carriers or resellers in order to acquire new Customers. The Customer must demonstrate to the Company's satisfaction that 1) an alternative service offering is valid and currently available from a competing interexchange carrier or reseller and 2) the Customer intends to either subscribe to or remain with the competing interexchange carrier or reseller. The Company reserves the right to verify that the alternative offering is an approved tariff on file with the Commission.

5.4 Best Rate Guarantee Promotion

NCIC will, at its discretion, match certain standard non-promotional offerings of other interexchange carriers or resellers in order to retain existing accounts. The competing rate must be provided in writing and be listed in an approved tariff on file with the Commission and must result in a lower overall bill for the same service offered by the Company.

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CASE NO.:

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NETWORK COMMUNICATIONS INTERNATIONAL CORP.

a/k/a Mundo Telecom, a/k/a 1800Call4Less

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SECTION 6 - CONTRACT SERVICES

6.1 General

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

Issued: February 10, 2004

Effective: February 10, 2004

Issued by:

Mr. William L. Pope - President

1809 Judson Road

Longview, Texas 75605-4710

OHo0401

Network Communications International Corp.

EXHIBIT C

Description of Tariff Change

The purpose of this filing is to add new presubscribed long distance services, which will be marketed under the name, Mundo Telecom, and also to introduce a new operator assisted service, to be offered under the marketing name, 1800Call4Less. In addition, revisions to the Rules and regulations section of this tariff to incorporate presubscribed services have also been made, and the Public Pay Telephone Surcharge has been increased.

Network Communications International Corp.

EXHIBIT D

Customer Notice

NCIC is introducing a new presubscribed long distance service with this filing and does not have any customers in the State of Ohio at this time.

NCIC also offers operator assisted services, and none of these customers are presubscribed to the Company. The Company's compliance with branding and rate quote requirements result in individual customer notification of rates and charges each time a call is placed. NCIC respectfully requests that its compliance with the Commission's branding and rate quote requirements constitute the required customer notice of rate changes under Commission rules.

Therefore no customer notification is necessary at this time.