

file

Judith A. Riley, J.D.

TELECOM
IP
PROFESSIONALS, INC.

2912 Lakeside Drive, Suite 100
Oklahoma City, OK 73120

August 8, 2002

PUCO
Attention: Docketing, 10th Floor
180 East Broad Street
Columbus, OH 43215-3793

Vertical stamp:
PUCO
AUG 9 2002
20:11:02

RE: Registration of @ccess, LLC d/b/a Nexxtworks as an Interexchange Carrier
Case No. 021684-CT-ACE

@ccess, LLC d/b/a Nexxtworks hereby submits an original and ten (10) copies of the enclosed replacement tariff. Please replace the tariff included with our Original Registration with the one enclosed. A correction has been made to the address. Please date stamp the extra copy of this transmittal letter and return it in the postage-paid envelope provided.

Should there be any questions or additional information required, please do not hesitate to contact me at (405) 755-8177. Thank you.

Sincerely,

Judith A. Riley

Judith A. Riley

Enclosure

This is to certify that the images appearing are an
accurate and complete reproduction of a case file
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Technician J Date Processed 8.9.02

TITLE SHEET

OHIO INTEREXCHANGE TOLL RESELLER TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities for telecommunications services provided by @ccess, LLC d/b/a Nexxtworks with principal offices at 2495 Enterprise Road, Suite 201, Clearwater, Florida 33763. This tariff applies for services furnished within the state of Ohio. This tariff is on file with the Ohio Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED:

EFFECTIVE:

By:

Derek T. Sherrill, President
2495 Enterprise Road, Suite 201
Clearwater, FL 33763

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheets(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
1	Original
2	Original
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9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
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18	Original

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SYMBOLS SHEET

D - Delete Or Discontinue

I - Change Resulting In An Increase To A Customer's Bill

M - Moved From Another Tariff Location

N - New

R - Change Resulting In A Reduction To A Customer's Bill

T - Change In Text Or Regulation But No Change In Rate Or Charge

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TARIFF FORMAT SHEETS

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets 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. Sheet 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 PUCO. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the PUCO follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine 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.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the PUCO, 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 pages are added, the check sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the PUCO.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement that connects the customer's location to the Company's network switching center.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Company or Carrier - @ccess, LLC d/b/a Nexxtworks

Customer - the person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 am up to but not including 5:00 pm local time Sunday through Friday.

Evening - From 5:00 pm up to but not including 11:00 pm local time Sunday through Friday.

Holidays - The Company's recognized holidays are New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day.

Night/Weekend - From 11:00 pm up to but not including 8:00 am Sunday through Friday, and 8:00 am Saturday up to but not including 5:00 pm Sunday.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the state of Ohio under terms of this tariff.

The Company's installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

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

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with 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 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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SECTION 2 - RULES AND REGULATIONS continued

2.2 Limitations (Con't.)

- 2.2.5 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Ohio Public Utilities Commission.

2.3 Liabilities of the Company

- 2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.
- 2.3.2 The Company shall be indemnified and held harmless by the customer against:
- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
 - (B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.

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SECTION 2 - RULES AND REGULATIONS continued

2.4 Interruption of Service

2.4.1 Credit allowances for the interruption of services which is not due to the Company's testing or adjusting, negligence of the customer, or due to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in Subsection 2.3.1. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.4.3 The customer shall be credited for an interruption of more than twenty-four as follows:

Credit Formula:

$$\text{Credit} = A/720 \times C$$

"A" - outage time in hours

"B" - each month is considered to have 720 hours

"C" - total monthly charge for affected facility

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SECTION 2 - RULES AND REGULATIONS continued

2.5 Disconnection of Service by Carrier

The Company, upon 5 working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.5.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of service.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.5.4 The company has given the customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency.
- 2.5.5 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

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SECTION 2 - RULES AND REGULATIONS continued

2.6 Deposits

The Company does not require a deposit from the customer.

2.7 Advance Payments

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.8 Taxes

The customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff. The company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges.

All state and local taxes (i.e., gross receipts tax, sales taxes, municipal utilities tax) are listed on customer bills as separate line items and are not included in the quoted rates.

2.9 Billing of Calls

All charges due by the Subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges authorized should be promptly reported to the Company. Adjustments to customer bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when two way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The minimum call duration for billing purposes is six seconds for a connected call and calls beyond six seconds are billed in six-second increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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SECTION 3 - DESCRIPTION OF SERVICE continued

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

The square root of:

$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.3 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

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SECTION 3 - DESCRIPTION OF SERVICE continued

3.4 Service Offerings

3.4.1 @ccess Long Distance Service

@ccess Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at six second increments. Service is provided from pre-subscribed, dedicated or shared use access lines. Calls are billed in one-minute increments. No monthly recurring charges or minimum monthly billing requirements apply.

3.4.2 @ccess Toll Free (Inbound) Long Distance Service

@ccess Toll Free (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound toll free calling at a single per minute rate. Service is provided from pre-subscribed, dedicated or shared use access lines. Calls are billed in six- second increments, with a six-second minimum call duration. No monthly recurring charges or minimum monthly billing requirements apply.

3.4.3 @ccess Calling Card Service

@ccess Calling Card Service is a calling card service offered to residential and business customers who subscribe to the @ccess Long Distance Service calling plan. Customers using the Carrier's calling card service access the service by dialing toll free number followed by an account identification number and the number being called. This service permits subscribers utilizing the Carrier's calling card to make calls at a single per minute rate. Calls are billed in one-minute increments after the initial minimum period of one minute. There are no non-recurring or monthly recurring charges.

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SECTION 3 - DESCRIPTION OF SERVICE continued

3.4.4 Operator Services

Do not plan to provide operator services.

3.4.4.A Operator Dialed Surcharge

Not applicable

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By:

Derek T. Sherrill, President
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SECTION 4 - RATES

4.1 @ccess Long Distance Service

Rate Per Minute - \$0.066 Outbound
Rate Per Minute - \$0.148 Inbound

Plan is billed in six-second increments with a six-second minimum.

4.2 @ccess Toll Free (Inbound) Long Distance Service

Rate per minute - \$0.067
Plan is billed in six-second increments with a six-second minimum.

4.3 @ccess Calling Card Service

Rate per minute - \$0.24
Plan is billed in full minute increments.

4.4 Operator Services (For pre-subscribed customers)

4.4.1 Usage Rates:

Not Applicable

4.4.2 Operator Charges:

Collect Station-to-Station	\$ Not Applicable
Collect Person-to-Person	\$ Not Applicable
Person-to-Person	\$ Not Applicable
Station-to-Station	\$ Not Applicable
Customer Dialed Calling Card	\$ Not Applicable
Operator Dialed Calling Card	\$ Not Applicable
Operator Dialed Surcharge	\$ Not Applicable

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SECTION 4 - RATES continued

4.5 Determining Applicable Rate in Effect

Rates are not "Time of Day" sensitive. That is, all rates are "Flat" rated.

4.6 Payment of Calls

4.6.1 Late Payment Charges

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

4.6.2 Return Check Charges

When a customer's check is not honored by the financial institution and the check is returned to the company due to "Insufficient Funds" in the customer's account or for similar reasons, a charge of \$25.00 shall apply, unless the customer can establish that the charge should not be assessed.

4.7 Restoration of Service

A reconnection fee of \$50.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

4.8 Payphone Use Surcharge

An undiscountable payphone use surcharge of \$.35 shall apply to each coinless call which @ccess, LLC can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with an @ccess, LLC calling card, collect calls and calls placed to 800 numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access @ccess, LLC's service.

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EFFECTIVE:

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SECTION 4 - RATES continued

4.9 Special Promotions

The Company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the PUCO with specific starting and ending dates, and be made part of this tariff.

4.10 Customized Service Packages

Customized service packages and competitive pricing packages may be furnished at negotiated rates on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All specialized pricing arrangements are subject to review by the Ohio Public Utility Commission.

4.11 Special Rates For The Handicapped

4.11.1 Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.11.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be a "Flat" rate. At this time the company does not have time of day sensitive rates.

4.11.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will, when billing relay calls, discount relay service calls by 50% off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60% off of the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

ISSUED:

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