

QualStar Communications, Inc.  
417 Wayne Avenue  
Defiance, Ohio 43512

PUCO Tariff No.2  
Original Title Page

This PUCO Tariff No. 2 issued by QualStar Communications, Inc. cancels and replaces in its entirety PUCO Tariff No. 1 issued by QualStar Communications, Inc.

**QUALSTAR COMMUNICATIONS, INC.**

**REGULATIONS AND SCHEDULE OF CHARGES**

**APPLYING TO**

**LOCAL EXCHANGE SERVICE**

**WITHIN THE STATE OF OHIO**

Issued: June 27, 2008

Effective: July 1, 2008

Todd Harpest, President  
417 Wayne Ave  
Defiance, OH 43512

### CHECK SHEET

The Title Page and Pages 1 through 33 inclusive of this Tariff are effective as of the date shown at the bottom of the respective page(s). Revised pages as named below contain all changes from the original filing that are in effect on the date listed.

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PUCO Tariff No.2  
Original Page 2

**CHECK SHEET, (Cont'd)**  
**ADDENDUM A**

The Title Page and Addendum A, Page 1 inclusive of this Tariff are effective as of the date shown at the bottom of the respective page(s). Revised pages as named below contain all changes from the original filing that are in effect on the date listed.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
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### **EXPLANATION OF SYMBOLS**

The following symbols shall be used in this Tariff for the purpose indicated below:

- (C) To signify Changed Regulation
- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Rate
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Rate
- (S) Matter Appearing Elsewhere or Repeated for Clarification
- (T) Change in Text But No Change to Rate or Charge

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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 Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current page number on file with the Commission is not always the Tariff page 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 Commission 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. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on the check sheet 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 page is the most current on file with the Commission.

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## **APPLICATION OF TARIFF**

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of residential local telecommunications services in the State of Ohio by QualStar Communications, Inc. ("QualStar" or "the Company") required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Ohio Minimum Telephone Services Standards (Ohio Administrative Code 4901:1-5)(MTSS).

The Customer may view Detariffed/Nonregulated Services not included in this Tariff on the Company's website:

[www.qualstar.net](http://www.qualstar.net)

Customer's rights, responsibilities and safeguards can be found in the Appendix to Ohio Administrative Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this Tariff and/or operations of the Company will generate an obligation of the company to provide notice of such changes in accordance with Commission Rules.

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## SECTION 1 – REGULATIONS

### 1.1 Undertaking of the Company

#### 1.1.1 Terms and Conditions

- 1.1.1.A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.
- 1.1.1.B. Customers are required to enter into written service orders which shall contain or reference a specific description of the service ordered, the Tariff or other approved rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 1.1.1.C. Except as otherwise stated in the Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 1.1.1.D. Service may be terminated upon written notice to the Customer if:
1. the Customer is using the service in violation of this Tariff;  
or
  2. the Customer is using the service in violation of the law.
- 1.1.1.E. This Tariff shall be interpreted and governed by the laws of the state of Ohio without regard for its choice of laws provision.

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## SECTION 1 - REGULATIONS (Cont'd)

### 1.1 Undertaking of the Company (Cont'd)

#### 1.1.2 Limitations on Liability

- 1.1.2.A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.
- 1.1.2.B. Except as specified in this Tariff, Company and its contractors shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages of any kind or nature arising out of or in connection with the installation, use, repair, performance or removal of the equipment, or other services in connection with the performance or failure to perform its obligations, including, but not limited to, loss of revenue or profits, regardless of the foreseeability thereof for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 1.1.2.C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 1.1.2.D. Company shall not have any liability for or be responsible for any losses, costs, expenses, claims, liabilities or damages resulting from the Customer's failure to timely comply with the requirements in Section 2.3.1 below regarding emergency 911 service; Company shall be indemnified by Customer from any losses, costs, expenses, claims, liabilities or damages, including, but not limited to, third party claims, resulting from Customer's failure to comply with the requirements of Section 2.3.1.
- 1.1.2.E. Company shall have no responsibility or liability for responding to emergency 911 or other emergency referral calls. Company will make reasonable effort to determine the nearest public safety or law enforcement authorities and then route such calls to those authorities.

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**SECTION 1 - REGULATIONS (Cont'd)**

**1.1 Undertaking of the Company (Cont'd)**

**1.1.2 Limitations on Liability (cont'd)**

1.1.2.F. The Company shall not be liable for and shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:

1.1.2.F.1 Any act or omission of: (a) the Customer, (b) any other entity, other than the underlying carrier, furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (c) common carriers or warehousemen, other than the underlying carrier, except as contracted by the Company;

1.1.2.F.2. Any delay or failure of performance or equipment due to acts of God, military action, wars, insurrections, riots, or strikes;

1.1.2.F.3. Any unlawful or unauthorized use of the Company's services;

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## SECTION 1 - REGULATIONS (Cont'd)

### 1.1 Undertaking of the Company (Cont'd)

#### 1.1.2 Limitations on Liability (cont'd)

##### 1.1.2.F. (cont'd)

- 1.1.2.F.4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided services; or by means of the combination of Company-provided facilities or services;
- 1.1.2.F.5. Changes in any of the operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- 1.1.2.F.6. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises by the Company or any other carrier, installation or removal thereof;
- 1.1.2.F.7. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the facilities of any other carrier;

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## SECTION 1 - REGULATIONS (Cont'd)

### 1.1 Undertaking of the Company (Cont'd)

#### 1.1.2 Limitations on Liability (cont'd)

##### 1.1.2.F. (cont'd)

- 1.1.2.F.8. Failure of Customer to comply with the requirements herein;
  - 1.1.2.F.9. Any noncompletion of calls due to network busy conditions;
  - 1.1.2.F.10. Any calls not actually attempted to be completed during any period that service is unavailable;
  - 1.1.2.F.11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services.
- 1.1.2.G. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 1.1.2.H. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 1.1.2.I. Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.
- 1.1.2.J. Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to acts of God, military action, wars, insurrections, riots, or strikes.

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## **SECTION 1 - REGULATIONS (Cont'd)**

### **1.1 Undertaking of the Company (Cont'd)**

#### **1.1.3 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

#### **1.1.4 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

#### **1.1.5 Availability of Service**

- 1.1.5.A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the Tariffs of the Company.
- 1.1.5.B. The Company shall negotiate a mutually agreed to installation date based on availability of services and facilities and the Customer's requested date.

## SECTION 1 - REGULATIONS (Cont'd)

### 1.1 Undertaking of the Company (Cont'd)

#### 1.1.6 Universal Emergency Telephone Number Service

- 1.1.6.A. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- 1.1.6.B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 1.1.6.C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 1.1.6.D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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## **SECTION 1 - REGULATIONS (Cont'd)**

### **1.1 Undertaking of the Company (Cont'd)**

#### **1.1.6 Universal Emergency Telephone Number Service (cont'd)**

- 1.1.6.E. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused or claimed to be caused directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this Tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its User, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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## SECTION 1 - REGULATIONS (Cont'd)

### 1.2 Prohibited Uses

- 1.2.1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 1.2.2. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 1.2.3. The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 1.2.4. A Customer, joint User, or authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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## **SECTION 1 - REGULATIONS (Cont'd)**

### **1.3 Payment Arrangements**

#### **1.3.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the estimated non-recurring charges for the special construction. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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## SECTION 1 - REGULATIONS (Cont'd)

### 1.3 Payment Arrangements (Cont'd)

#### 1.3.2 Deposits:

- 1.3.2.A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or cannot be ascertained from general accepted credit reporting sources. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services or for the ensuing twelve months, plus 30% of the monthly estimated charge for a specified Customer.
- 1.3.2.B. A deposit may be required in addition to an advance payment.
- 1.3.2.C. If service is discontinued prior to twelve consecutive months of payment by the Customer, the Company shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company, within 45 days from the date of termination. Before the service or facility is discontinued, the Company, may at its option, return the deposit or credit to the Customer's account
- 1.3.2.D. Deposits will accrue interest at the rate specified by the PUCO and will be refunded to the Customer after twelve consecutive months of payments.

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## SECTION 1 - REGULATIONS (Cont'd)

### 1.3 Payment Arrangements (Cont'd)

#### 1.3.3 Denial or Termination of Service

- 1.3.3.A. The Company may deny or terminate any or all local service at one or more or all of the same Customer's premises for the following reasons:
  - 1.3.3.A.1. Abandonment of the service;
  - 1.3.3.A.2. Abuse or fraudulent use of service
  - 1.3.3.A.3. Any other violation of the regulations of the Telephone Company; or
  - 1.3.3.A.4. Upon objection to the continuance of service made by or on behalf of any governmental authority.
- 1.3.3.B. Subsequent to the completion of an order to discontinue local service, it will be re- established only upon the basis of a new service application.
- 1.3.3.C. In addition to termination of local service for the above reasons, the nonpayment of toll charges may result in the disconnection of toll service.
  - 1.3.3.C.1 The Company may disconnect the toll service of a Customer who fails to pay charges for toll service provided by the Company or an IXC as pursuant to Case No. 95- 790- TP-COI.
  - 1.3.3.C.2. Disconnection of a Customer's local exchange service or toll service for nonpayment of charges shall be made in accordance with the rules as specified in this paragraph 1.5.

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**SECTION 1 - REGULATIONS (Cont'd)**

**1.3 Payment Arrangements (Cont'd)**

**1.3.3 Denial or Termination of Service (cont'd)**

1.3.3.C. (cont'd)

- 1.3.3.C.1. The Telephone Company shall apportion partial payments to regulated local service charges first, then toll charges before applying payments to charges for all other services.
- 1.3.3.C.2. The Telephone Company shall respond promptly to Customer inquiries pertaining to charges for IXC toll services, either by handling the inquiry itself, or referring it to the IXC, depending on the nature of the Customer's inquiry.
- 1.3.3.C.3. When service is restored after temporary denial, the Telephone Company will make a pro rata allowance at the schedule rate for the service denied, beginning with the day following the denial. However, when the service is restored on the same day as the denial, no credit will be given.
- 1.3.3.C.4. Abuse or fraudulent use includes, but is not limited to:
  - a. the use of service or facilities of the Telephone Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;
  - b. the use of profane or obscene language;
  - c. the impersonation of another with fraudulent intent;
  - d. the use of the service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone service;

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**SECTION 1 - REGULATIONS (Cont'd)**

**1.3 Payment Arrangements (Cont'd)**

**1.3.3 Denial or Termination of Service (cont'd)**

1.3.3.C. (cont'd)

1.3.3.C.4. (cont'd)

- e. the use of the service for any purpose other than as a means of communication;
- f. the use of service or facilities of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge; and
- g. the obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, local or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or part, of the regular charge for such service.

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## SECTION 1 - REGULATIONS (Cont'd)

### 1.4 Allowances for Interruptions in Service

#### 1.4.1 General

- 1.4.1.A. A credit allowance will be given when service is interrupted, except as specified in Section 2.5.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- 1.4.1.B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 1.4.1.C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility, or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 1.4.1.D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 1.4.1.E. A credit allowance will be given for interruptions of 24 hours or more. For calculating credit allowances, every month is considered to have thirty (30) days.

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**SECTION 1 - REGULATIONS (Cont'd)**

**1.4 Allowances for Interruption in Service (Cont'd)**

**1.4.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- 1.4.2.A. Due to the negligence of or noncompliance with the provisions of this Tariff by the Customer, Authorized User, or Joint-User;
- 1.4.2.B. Due to the negligence of any person, including but not limited to the Customer, but not including the Company, its agent, or its underlying carrier;
- 1.4.2.C. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- 1.4.2.D. Occurs as a result of military action, wars, insurrections, riots, or strikes;
- 1.4.2.E. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 1.4.2.F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

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Todd Harpest, President  
417 Wayne Ave  
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**SECTION 1 - REGULATIONS (Cont'd)**

**1.5 Cancellation of Service/Termination Liability**

**1.5.1 Cancellation of Service**

If a Customer cancels a service order or terminates services before the completion of the term for any reason (i) other than a service interruption (as defined in Section 2.5) or (ii) where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.4.

**1.5.2 Termination Liability**

1.5.2.A. Customer's termination liability for cancellation of service shall be equal to:

1.5.2.A.1. All unpaid non-recurring charges for costs reasonably expended by the Company to establish service to the Customer that are subject to deferred payment arrangements, plus;

1.5.2.A.2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;

1.5.2.A.3. The difference between the total actual monthly recurring charges to Customer for the Service during the entire time the Service was provided to Customer and the total monthly recurring charges which Customer would have paid or which Customer would have been required to pay if the Service had been based on a month to month term using the Company's most recent tariffed prices at the time of cancellation.

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Todd Harpest, President  
417 Wayne Ave  
Defiance, OH 43512



**SECTION 1 - REGULATIONS (Cont'd)**

**1.5 Cancellation of Service/Termination Liability (Cont'd)**

**1.5.2 Termination Liability (cont'd)**

- 1.5.2.B. Either party shall have the right to cancel services without liability if Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the Commission, the Federal Communications Commissions, or highest court of competent jurisdiction to which the matter is appealed, or other local, state or federal government authority.

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Todd Harpest, President  
417 Wayne Ave  
Defiance, OH 43512

## SECTION 1 - REGULATIONS (Cont'd)

### 1.6 Notices and Communications

- 1.6.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 1.6.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 1.6.3 All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 1.6.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice sent forth herein.

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Todd Harpest, President  
417 Wayne Ave  
Defiance, OH 43512

## SECTION 1 - REGULATIONS (Cont'd)

### 1.7 Universal Emergency Number Service 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its Customers for simplified emergency access police, fire and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those Customers who have been requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit or creating any Company obligation, either express or implied, toward any third person or legal entity other than the Customer. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff by statute.

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Todd Harpest, President  
417 Wayne Ave  
Defiance, OH 43512

## SECTION 2 - SERVICE DESCRIPTIONS

**2.1 Local Exchange Service:** The Company's Local Telephone Service provides a Customer with the ability to:

- Place or receive calls to any calling Station in the Customer's local calling area, as defined herein;
- Access enhanced Universal Emergency Number 911 Service where available;
- Access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- Access Operator Services;
- Access Directory Assistance;
- Place or receive calls to 800/888 telephone numbers;
- Access Telecommunications Relay Service.

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Todd Harpest, President  
417 Wayne Ave  
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## SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)

### 2.2 Local Calling Scope

<u>Exchange Area</u>	<u>Exchange Areas in Local Calling Area</u>
Ada	Ada
Alger	Alger
Archbold	Archbold, Stryker, Wauseon, Fayette
Bloomdale	Bloomdale, Arcadia, Bowling Green, Cygnet, North Baltimore, Portage
Bluffton	Bluffton, Beaverdam, Pandora
Cairo	Cairo, Beaverdam, Columbus Grove, Gomer, Lima, Vaughnsville
Cygnet	Cygnet, Bloomdale, Bowling Green, North Baltimore, Portage, Risingsun
Defiance	Defiance, Arthur, Ayersville, Evansport, Jewell, Ney
Deshler	Deshler, Belmore, Grelton-Malinta, Hamler, McClure, Weston
Dunkirk	Dunkirk, Ada
Elida	Elida, Gomer, Delphos, Lima
Florida	Florida, Grelton-Malinta, Holgate, Jewell, Liberty Center, Napoleon, Okolona
Gerald	Gerald, Napoleon, Liberty Center, Okolona, Ridgeville Corners
Gomer	Gomer, Cairo, Delphos, Elida, Ft Jennings, Kalida, Lima, Vaughnsville
Green Springs	Green Springs, Fremont, Old Fort, Republic
Grelton-Malinta	Grelton-Malinta, Deshler, Florida, Hamler, Holgate, Liberty Center, McClure, Napoleon, Okolona
Hamler	Hamler, Belmore, Deshler, Hamler, Holgate, Leipsic, Grelton-Malinta, New Bavaria
Holgate	Holgate, Florida, Grelton-Malinta, Hamler, Liberty Center, Napoleon, New Bavaria
Jewell	Jewell, Ayersville, Defiance, Evansport, Florida, Okolona
Lafayette	Lafayette, Ada, Beaverdam, Lima, Westminster
Liberty Center	Liberty Center, Gerald, Grand Rapids, Grelton-Malinta, Napoleon
Lima	Lima, Beaverdam, Buckland, Cairo, Cridersville, Elida, Gomer, Lafayette, Spencerville, Waynesfield, Westminster, Vaughnsville
Luckey	Luckey, Stony Ridge, Woodville
Lyons	Lyons, Wauseon
Metamora	Metamora, Richfield Center-Berkey, Toledo
Moline	Moline, Bowling Green, Curtice-Oregon, Genoa, Stony Ridge, Toledo, Woodville
Napoleon	Napoleon, Florida, Gerald, Grelton-Malinta, Holgate, Liberty Center, Napoleon, Okolona
Old Fort	Old Fort, Bettsville, Green Springs, Fremont, Tiffin
Ottawa	Ottawa, Columbus Grove, Continental, Gilboa, Glandorf, Kalida, Leipsic, Miller city, Ottawa, Pandora
Portage	Portage, Bloomdale, Bowling Green, Cygnet, North Baltimore, Portage
Richfield Center	Richfield Center, Holland, Maumee, Metamora, Perrysburg, Richfield Center, Swanton, Sylvania, Toledo Metro
Risingsun	Risingsun, Cygnet, Fostoria
Stony Ridge	Stony Ridge, Bowling Green, Genoa, Luckey, Moline, Pemberville, Perrysburg, Toledo, Woodville
Stryker	Stryker, Archbold
Swanton	Swanton, Delta, Holland, Metamora, Maumee, Neapolis, Perrysburg, Richfield Center-Berkey, Swanton, Toledo Metro

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Todd Harpest, President  
417 Wayne Ave  
Defiance, OH 43512

**SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)**

**2.2. Local Calling Scope (Cont'd)**

<u>Exchange Area</u>	<u>Exchange Areas in Local Calling Area</u>
Van Wert	Van Wert, Convoy, Ohio City, Scott, Venedocia, Willshire-Wren
Venedocia	Venedocia, Delphos, Spencerville, Van Wert,
Waterville	Waterville, Grand Rapids, Holland, Maumee, Perrysburg, Toledo, Whitehouse
Wauseon	Wauseon, Archbold, Chesterfield, Delta, Fayette, Lyons
Waynesfield	Waynesfield, Lima, Westminster
Westminister	Westminister, Alger, Lafayette, Lima, Waynesfield
Woodville	Woodville, Bowling Green, Curtive-Oregon, Elmore, Fremont, Genoa, Gibsonburg, Lindsey, Luckey, Moline, Pemberville, Perrysburg, Port Clinton, Stony Ridge, Toledo

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Todd Harpest, President  
417 Wayne Ave  
Defiance, OH 43512

**SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)**

**2.3 Service Rates and Charges**

**2.3.1 Residential Local Exchange Service**

A Residential Local Exchange Service Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified in Section 3.

A) Non-Recurring Charges		<u>Maximum Rate</u>
Connection of new or additional Central Office lines, per service order	Initial Order	\$ 100.00
	Subsequent Order	\$ 75.00
Moves or changes in existing service and equipment or addition of new or additional service and equipment other than central office lines, per service order		\$ 65.00
Presubscription Change (all switched network access) #		
• Manual		\$ 5.50
• Electronic		\$ 1.25

# One-half of the intraLATA PIC change charge will be waived when performed simultaneously with an interLATA PIC change.

B) Monthly Recurring Charges		<u>Maximum Rate</u>
1.) Monthly Recurring Flat Rate		\$ 65.00
2.) 911 Fee		\$ 1.00
3.) End User Access Line Charge		\$ 7.50
C) Return Check Charge, per occurrence		\$ 45.00

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Todd Harpest, President  
417 Wayne Ave  
Defiance, OH 43512

## **SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)**

### **2.3 Service Rates and Charges (Cont'd)**

#### **2.3.2 Individual Case Basis (ICB) Arrangements**

General Description: Specialized Service or Arrangements are those, which are not offered under other sections of this Tariff. Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. The facilities utilized to provide these services are of a type normally used by the Telephone Company in furnishing its other services and shall be comparable with other Telephone Company services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Telephone Company personnel and capital resources.

Rate Regulations: Rates quoted in response to requests may be different than those specified for such services in this Tariff. The Customer has one hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates. ICB arrangements will be reduced to writing in a contract filed with and approved by the Commission.

Temporary Promotional Programs: The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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Todd Harpest, President  
417 Wayne Ave  
Defiance, OH 43512



## **SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)**

### **2.3 Service Rates and Charges (Cont'd)**

#### **2.3.3 Special Promotions**

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular Tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's Tariff as an addendum to the Carrier's price lists. All promotions are offered on a non-discriminatory basis.

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Todd Harpest, President  
417 Wayne Ave  
Defiance, OH 43512

**SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)**

**2.4 Exchange Area Service**

**2.4.1. Exchange Area Boundaries and Maps**

The administration of exchange area boundaries shall be in accordance with Exhibit A, Boundaries, associated with Rule 4901;1-3-06 of the Code of Rules and Regulations of The Public Utilities Commission of Ohio, in which the Telephone Company concurs.

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Todd Harpest, President  
417 Wayne Ave  
Defiance, OH 43512

QualStar Communications, Inc.  
417 Wayne Avenue  
Defiance, Ohio 43512

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**ADDENDUM A**

**EFFECTIVE PRICE LIST**

**APPLYING TO**

**LOCAL EXCHANGE SERVICE**

**WITHIN THE STATE OF OHIO**

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Todd Harpest, President  
417 Wayne Ave  
Defiance, OH 43512

**EFFECTIVE PRICE LIST**

**1. Local Exchange Service**

A) Non-Recurring Charges		<u>Residence</u>
Connection of new or additional Central Office lines, per service order	Initial Order	\$ 42.00
	Subsequent Order	\$ 20.00
Moves or changes in existing service and equipment or addition of new or additional service and equipment other than central office lines, per service order		\$ 25.50
Presubscription Change (all switched network access) #		
• Manual		\$ 5.50
• Electronic		\$ 1.25
# One-half of the intraLATA PIC change charge will be waived when performed simultaneously with an interLATA PIC change.		
B) Monthly Recurring Charges		<u>Residence</u>
1.) Monthly Recurring Flat Rate		\$ 34.50
2.) 911 Fee		\$ 0.32
3.) End User Access Line Charge		\$ 3.50
D) Return Check Charge, per occurrence		\$ 30.00

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417 Wayne Ave  
Defiance, OH 43512