
Original Title Page

PUCO 1

CONSOLIDATED COMMUNICATIONS NETWORK SERVICES, INC.

Case No. 90-6171-CT-TRF

RESALE TELECOMMUNICATIONS SERVICES

<u>COMPETITIVE TELECOMMUNICATIONS SERVICES:</u>	<u>Page Reference:</u>		
<u>Switched Outbound Business Service</u>	32	thru	32
<u>Dedicated Outbound Business Service</u>	32	thru	32
<u>Toll Free Services for Business Customers</u>	33	thru	33
<u>Proprietary Calling Card Service</u>	34	thru	34
<u>Directory Assistance</u>	35	thru	36

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121 South 17th Street

Case No. 90-6171-CT-TRF Mattoon, Illinois 61938

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CHECK SHEET

This tariff contains the pages listed below, inclusive, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	22	Original	*
2	Original	*	23	Original	*
3	Original	*	24	Original	*
4	Original	*	25	Original	*
5	Original	*	26	Original	*
6	Original	*	27	Original	*
7	Original	*	28	Original	*
8	Original	*	29	Original	*
9	Original	*	30	Original	*
10	Original	*	31	Original	*
11	Original	*	32	Original	*
12	Original	*	33	Original	*
13	Original	*	34	Original	*
14	Original	*	35	Original	*
15	Original	*	36	Original	*
16	Original	*	37	Original	*
17	Original	*	38	Original	*
18	Original	*	39	Original	*
19	Original	*	40	Original	*
20	Original	*	41	Original	*
21	Original	*			

**Indicates Tariff Pages Included with This Filing.*

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Case No. 90-6171-CT-TRF Mattoon, Illinois 61938

OHi0401

TABLE OF CONTENTS

Title Sheet 1

Check Sheet 2

Table of Contents 3

Symbols 4

Tariff Format..... 5

Section 1.0 - Technical Terms and Abbreviations 6

Section 2.0 - Rules and Regulations 10

Section 3.0 - Description of Service and Rates..... 28

Section 4.0 - Promotions..... 38

Section 5.0 - Contracts..... 39

Section 6.0 – Price List 40

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121 South 17th Street

Case No. 90-6171-CT-TRF Mattoon, Illinois 61938

OHi0401

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Service is offered to business Customers of the Company to provide direct dialed and directory assistance calls originating and terminating within the State of Ohio, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. 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.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by the Company within the state of Ohio.

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Mattoon, Illinois 61938

OHi0401

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.3 Payment and Credit Regulations****2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the PUCO, as described in MTSS 4901:1-5-17(K). Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Payment periods may vary by product.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Company's bills and billing practices will comply with MTSS 4901:1-5-15.

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121 South 17th Street

Case No. 90-6171-CT-TRF

Mattoon, Illinois 61938

OHi0401

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.5 Refunds or Credits for Service Outages or Deficiencies****2.5.1 Interruption of Service**

- A.** When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rate adjustment of the monthly recurring charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption . in accordance with MTSS 4901:1-5-16(A)(B).
- B.** If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed twenty-four (24) hours in duration will be rounded up to the next whole 24 hours.

2.5.2 Limitations on Allowances

In accordance with MTSS 4901:1-5-16 (A), no credit allowance will be made if the out-of-service condition:

- A.** Occurs as a result of a negligent or willful act on the part of the subscriber;
- B.** Occurs as a result of a malfunction of subscriber-owned telephone equipment or inside wire;
- C.** Occurs as a result of a military action, war, insurrection, riot, or strike; or
- D.** Cannot be repaired due to the subscriber missing a repair appointment.

2.5.3 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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Case No. 90-6171-CT-TRF

Mattoon, Illinois 61938

OHi0401

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.6 Liability of the Company**

- 2.6.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.6.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.6.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by gross negligence of the company.
- 2.6.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's gross negligence.

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Case No. 90-6171-CT-TRF

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OH0401

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.7 Minimum Service Period

The minimum service period for term customers is one month (30 days).

2.8 Cancellation by Customer

Term service may be canceled by the Customer on not less than 30 days prior notice to the Company.
Month to month service may be cancelled at any time.

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Mattoon, Illinois 61938

OHi0401

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.9 Refusal or Discontinuance by the Company**

The Company may refuse or discontinue service under the following conditions. The Company shall not disconnect the service sooner than fourteen (14) days after the due date of the bill nor shall the company disconnect without sending a written notice of disconnection, postmarked at least seven (7) days prior to the date of disconnection of service. All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in MTSS 4901:1-5-17.

- 2.9.1** The Company may disconnect a Customer's toll service for nonpayment of toll charges in accordance with MTSS 4901:1-5-17(B). All practices of the Company pertaining to either the provision of its own toll service, if any, or as a duly authorized agent for another toll service provider shall also conform to the MTSS.
- 2.9.2** Disconnection for reasons not involving nonpayment but requiring customer notice will be handled in accordance with MTSS 4901:1-5-17(D) and (E). Disconnection of service without notice will be in accordance with MTSS 4901:1-5-17(G). Payment schedules and disconnection procedures will be in accordance with MTSS 4901:1-5-17(K).
- 2.9.3** The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- 2.9.4** Reconnection of previously discontinued service will occur according to MTSS 4901:1-5-17(M).

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Case No. 90-6171-CT-TRF

Mattoon, Illinois 61938

OH0401

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.9 Refusal or Discontinuance by the Company (Cont'd)

2.9.5 In accordance with MTSS 4901:1-5-17 (D) and (E), the Company may, after notification, or attempt to notify through any reasonable means, disconnect service when any of the following conditions exist:

- A.** A violation of or noncompliance with the Company rules or tariffs on file with the Commission;
- B.** A failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
- C.** A refusal by the Subscriber to permit the local service provider access to its facilities.
- D.** When the subscriber has committed a fraudulent practice as set forth and defined in the Company tariffs on file with the Commission.

2.9.6 In accordance with MTSS 4901:1-5-17 (G), the Company may without prior notice disconnect service when any of the following conditions exist:

- A.** An emergency may threaten the health or safety of a person, or the local service provider's distribution system. If service is disconnected, the Company shall act promptly to restore service as soon as possible;
- B.** A subscriber's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
- C.** A subscriber tampers with facilities or equipment owned by the Company.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.10 Limitations of Service

- 2.10.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.10.2** The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.10.3** 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.
- 2.10.4** The Company reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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OHi0401

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.11 Use of Service

Service may be used for any lawful purpose for which it is technically suited.

2.12 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

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OHi0401

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.13 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

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Case No. 90-6171-CT-TRF

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OHi0401

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.14 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.

2.15 Toll Free Services and Numbers

2.15.1 The Company will make every effort to reserve toll-free (i.e., 800/888) vanity numbers on behalf of Customers, but makes no guarantee or warranty that the requested toll-free number(s) will be available or assigned to the Customer requesting the number.

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

2.15.3 Toll-free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer's request for a change in Resp Org or toll-free service, subject to the limitations provided in Section 2.17.2, to another carrier for toll-free numbers dedicated to the sole use of that single Customer.

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OHi0401

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.16 Responsibilities of the Customer**

- 2.16.1** The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Customer is also responsible for the payment of charges for calls originated at the Customer's premises that are not collect, third party, calling card, or credit card calls.
- 2.16.2** The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.16.3** If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.
- 2.16.4** The Customer is responsible for arranging ingress to its premises at times mutually agreeable to it and the Company when required for Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's services.
- 2.16.5** The Customer shall ensure that its terminal equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the 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 Customers.

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Mattoon, Illinois 61938

OHi0401

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.16 Responsibilities of the Customer (Cont'd)

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

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

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

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Case No. 90-6171-CT-TRF

Mattoon, Illinois 61938

OHi0401

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.17 Responsibilities of Authorized Users

- 2.17.1** 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 state utility commission and the FCC.
- 2.17.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.17.3** The Authorized User is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, and third party telephone number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

2.18 Other Rules

- 2.18.1** The Company reserves the right to refuse to process Third Party Billed, Credit Card or Calling Card billed calls when authorization for use is denied or cannot be validated.
- 2.18.2** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

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Case No. 90-6171-CT-TRF

Mattoon, Illinois 61938

OHi0401

SECTION 3.0 - DESCRIPTION OF SERVICE

3.1 General

The Company offers interexchange telephone services that allow customers to originate and terminate interexchange calls at locations within the state of Ohio.

Each Customer is charged individually for each call placed through the Company. Charges are computed on an airline mileage basis as described in Section 3.2 of this tariff.

Charges do not vary by service offering, mileage band, class of call, time of day, day of week and/or call duration.

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Case No. 90-6171-CT-TRF

Mattoon, Illinois 61938

OHi0401

SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)
3.2 Calculation of Distance

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

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the industry-standard "V" and "H" coordinates.

Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the 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 Wire Centers.

Formula:

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

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Case No. 90-6171-CT-TRF

Mattoon, Illinois 61938

OHi0401

SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)

3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call. Timing of each call begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Call timing ends when either party hangs up.

3.3.1 Unless otherwise described in the individual service description in this tariff, calls are measured and billed in six (6) second increments. The minimum call duration for billing purposes is six (6) seconds.

3.3.2 There is no billing applied for incomplete calls.

3.3.3 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the portion of the call occurring within that rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

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Case No. 90-6171-CT-TRF

Mattoon, Illinois 61938

OHi0401

SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**3.4 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. This 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 Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the 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 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 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 and cannot be assessed on operator assisted calls.

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Case No. 90-6171-CT-TRF

Mattoon, Illinois 61938

OHi0401

SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**3.5 Service Offerings****3.5.1 Switched Outbound Business Service**

Switched Outbound Business Service permits outward calling to any valid termination point utilizing Customer-provided switched access. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds. Intrastate service is offered in conjunction with Interstate service. Rates are not mileage or time-of-day sensitive. There is no minimum monthly usage associated with this service.

3.5.2 Dedicated Outbound Business Service

Dedicated Outbound Business Service permits outward calling utilizing Customer-provided Dedicated Access. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds. Intrastate service is offered in conjunction with interstate service. Rates are not mileage or time-of-day sensitive.

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Mattoon, Illinois 61938

OHi0401

SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)

3.5 Service Offerings

3.5.3 Toll-Free Services for Business Customers

Switched Toll Free is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

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Case No. 90-6171-CT-TRF

Mattoon, Illinois 61938

OHi0401

SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)

3.5 Service Offerings, (Cont'd)

3.5.4 Proprietary Calling Card Service

Calling Card Service is available to and business Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds.

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Mattoon, Illinois 61938

OHi0401

SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)

3.5 Service Offerings, (Cont'd)

3.5.6 Directory Assistance

A. General

Directory Assistance is available to all Customers for the purpose of obtaining telephone numbers.

Charges for Directory Assistance are not applicable to inquiries received from handicapped persons who have to rely on Directory Assistance as the only practical means of obtaining a telephone number. Such persons must contact the Company for credit on directory assistance calls.

Directory assistance is offered to all Customers. When operator assistance is provided to complete or bill the directory assistance charges appropriate operator service charges apply in addition to the directory assistance usage charge.

A maximum of two (2) telephone numbers are allowed per request. Additional charges may apply for requests of more than two (2) telephone numbers, which will not exceed the existing tariffed rate.

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Case No. 90-6171-CT-TRF Mattoon, Illinois 61938

OHi0401

SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**3.5 Service Offerings (Cont'd)****3.5.6 Directory Assistance (cont'd)****B. Directory Assistance Call Completion**

Directory Assistance Call Completion is offered in areas where the service is available. The Company Directory Assistance operator will complete the call to the number requested by the Customer without requiring the Customer to redial the number. A per minute Directory Assistance Call Completion rate applies for the duration of each completed call. This per minute usage rate is in addition to the charge for determining the telephone number requested by the Customer.

Directory Assistance Call Completion may be used in conjunction with operator assisted calling. For billing purposes, calls are billed in one (1) minute increments after an initial billing increment of one (1) minute. The completed call is billed at the applicable rate plan usage rate specified in this tariff.

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Case No. 90-6171-CT-TRF

Mattoon, Illinois 61938

OHi0401

SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)

3.6 Exemptions and Special Rates

3.6.1 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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SECTION 4.0 - PROMOTIONS

4.1 Promotional Offerings - General

For promotional purposes, market research, or similar corporate purposes, the Company may, at its discretion, offer for limited periods of time, reduced rates or waiver of rates, provided that a copy of any promotional service offering is filed with the PUCO via a tariff filing, prior to implementation of the promotion. The tariff filing shall contain a brief description of the promotional offering including the length of time the offering will be available and the location in which it will be offered, if applicable.

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SECTION 5.0 – CONTRACT SERVICES

5.1 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. All contracts will be filed with the PUCO in accordance with MTSS Rules.

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SECTION 6.0 – RATES AND CHARGES**6.1 Pay Telephone Surcharge**

Per Call \$0.30

6.2 Switched Outbound Business Service

Per minute \$0.119

6.3 Dedicated Outbound Business Service

Per minute \$0.119

6.4 Toll-Free Services for Business Customers

Per minute \$0.119

Monthly Surcharge \$10.00

6.5 Proprietary Calling Card Service

Per minute rate \$0.30

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SECTION 6.0 – RATES AND CHARGES (CONT'D)**6.6 Directory Assistance**

IntraLATA Directory Assistance Charge, Per Call	\$0.45
InterLATA Directory Assistance Charge, Per Call	\$0.85

6.7 Directory Assistance Call Completion

Per Call Charge	\$0.20
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6.8 Exemptions and Special Rates**6.8.1 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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