

FILE



90-9040-TP-TRF

20

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Tel: 407-740-8575
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www.tminc.com

Ms. Renee Jenkins, Commission Secretary
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215

**RE: Long Distance Tariff Revision for Lightyear Network Solutions LLC
P.U.C.O. Tariff No. 1**

Dear Ms. Jenkins:

Enclosed for filing is the original and ten (10) copies of revised long distance tariff pages along with the current Ohio Telecommunications Application Form submitted on behalf of Lightyear Network Solutions, LLC. The purpose of this revision is to add Virtual VoIP Prepaid Calling Card service. The Company requests that this filing become effective on October 10, 2007.

The following tariff pages are included with this filing:

5 th Revised Page 2	Updates Check Sheet
3 rd Revised Page 3	Updates Check Sheet
Original Pages 81.4 thru 81.11	Adds Virtual VoIP Prepaid Calling Card Service

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose. Any questions regarding this filing may be directed to my attention at (407) 740-3004 or via email at morton@tminc.com. Thank you for your assistance.

Sincerely,

Robin Norton, Consultant to
Lightyear Network Solutions LLC

RN/lw

Enclosures

cc: Linda Hunt, Lightyear (cover letter only)
file: Lightyear - OH - IXC
tms: OH0702

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician SM Date Processed 10/10/07

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 09/19/2007)
(Pursuant to Case No. 06-1345-TP-ORD)

In the Matter of the Application of **Lightyear Network Solutions, LLC** for Authority to Resell Telecommunications Services)
))
))

TRF Docket No. 90-____ Case No. 912 - 9040 -TP - TRF

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s): **Lightyear Network Solutions, LLC**

DBA(s) of Registrant(s)

Address of Registrant(s): **1901 Eastpoint Parkway, Louisville, KY 40223**

Company Web Address: **www.lightyear.net**

Regulatory Contact Person(s): **Robin Norton, Technologies Management, Inc.**

Phone (407) 740-3004 Fax (407) 740-0613

Regulatory Contact Person's Email Address: **rnorton@tminc.com**

Contact Person for Annual Report: **Linda Hunt, Lightyear Network Solutions, LLC**

Phone (502) 410-1531

Address (if different from above):

Consumer Contact Information: **customer@lightyear.net**

(800) 805-8383

Address (if different from above): **1901 Eastpoint Parkway, Louisville, KY 40223**

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area,	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input checked="" type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

All Section I applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s).

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section II – Carrier to Carrier (Pursuant to 95-845-TP-COI), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG (Auto 90 day)	<input type="checkbox"/> NAG (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB (Non-Auto)	<input type="checkbox"/> ARB (Non-Auto)		
Introduce or change c-t-c service tariffs,		<input type="checkbox"/> ATA (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC (Non-Auto)	<input type="checkbox"/> UNC (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC (Non-Auto)	<input type="checkbox"/> UNC (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)	<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)		
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

Section III. - Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an agent of the applicant corporation, Lightyear Network Solutions, LLC and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

Executed on (Date) 10/5/07

at (Location) Maitland, Florida

(X) Robin Norton

(Date) 10/5/07

Robin Norton, Consultant to Lightyear Network Solutions, LLC

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

VERIFICATION

I, Robin Norton verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

Robin Norton, Consultant to Lightyear Network Solutions, LLC

(X) Robin Norton

(Date) 10/5/07

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

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

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

Exhibit A

Existing Affected Tariff Pages

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1	Original		26	Original		51	Original
2	4 th Rev.	*	27	Original		52	Original
3	2 nd Rev.		28	Original		53	Original
4	Original		29	Original		54	Original
5	2 nd Rev.		30	Original		55	Original
6	1 st Rev.		31	Original		56	1 st Rev.
7	Original		32	Original		57	1 st Rev.
8	Original		33	Original		58	Original
9	Original		34	Original		59	Original
10	Original		35	Original		60	Original
11	Original		36	Original		61	Original
12	Original		37	Original		62	Original
13	Original		38	Original		63	Original
14	Original		39	1 st Rev.		64	Original
15	Original		40	Original		65	Original
16	Original		41	Original		66	1 st Rev.
17	Original		42	Original		67	Original
18	Original		43	Original		68	Original
19	Original		44	Original		69	Original
20	Original		45	Original		70	1 st Rev.
21	Original		46	Original		71	Original
22	Original		47	1 st Rev.		72	Original
23	Original		48	Original		73	1 st Rev.
24	Original		49	2 nd Rev.	*	74	Original
25	Original		50	Original		75	Original

* - Indicates pages included with this filing.

Issued: June 3, 2005

Effective:

June 3, 2005

By: Linda Hunt, Director of Legal & Regulatory Affairs
1901 Eastpoint Parkway
Louisville, Kentucky 40223

OH0504

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET, (CONT'D.)

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
76	Original		101	Original			
77	Original		102	Original			
78	Original		103	Original			
79	Original		104	Original			
80	Original		105	Original			
81	Original		106	Original			
81.1	Original		107	Original			
81.2	Original		108	Original			
81.3	Original	*	109	Original			
82	Original		109.1	Original			
83	Original		109.2	Original			
84	Original		110	Original			
85	Original						
86	Original						
87	Original						
88	Original						
89	Original						
90	Original						
91	Original						
92	Original						
93	Original						
94	Original						
95	Original						
96	Original						
97	Original						
98	Original						
99	Original						
100	Original						

* - Indicates pages included with this filing.

Issued: May 6, 2005

Effective:

May 6, 2005

By: Linda Hunt, Director of Legal & Regulatory Affairs
1901 Eastpoint Parkway
Louisville, Kentucky 40223

OH0502

Exhibit B

Proposed Revised Tariff Pages

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1	Original		26	Original		51	Original
2	5 th Rev.	*	27	Original		52	Original
3	3 rd Rev.	*	28	Original		53	Original
4	Original		29	Original		54	Original
5	2 nd Rev.		30	Original		55	Original
6	1 st Rev.		31	Original		56	1 st Rev.
7	Original		32	Original		57	1 st Rev.
8	Original		33	Original		58	Original
9	Original		34	Original		59	Original
10	Original		35	Original		60	Original
11	Original		36	Original		61	Original
12	Original		37	Original		62	Original
13	Original		38	Original		63	Original
14	Original		39	1 st Rev.		64	Original
15	Original		40	Original		65	Original
16	Original		41	Original		66	1 st Rev.
17	Original		42	Original		67	Original
18	Original		43	Original		68	Original
19	Original		44	Original		69	Original
20	Original		45	Original		70	1 st Rev.
21	Original		46	Original		71	Original
22	Original		47	1 st Rev.		72	Original
23	Original		48	Original		73	1 st Rev.
24	Original		49	2 nd Rev.		74	Original
25	Original		50	Original		75	Original

* - Indicates pages included with this filing.

Issued: October 9, 2007

Effective:

October 10, 2007

By: Linda Hunt, Director of Legal & Regulatory Affairs
1901 Eastpoint Parkway
Louisville, Kentucky 40223

OH0702

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET, (CONT'D.)

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
76	Original		82	Original		101	Original
77	Original		83	Original		102	Original
78	Original		84	Original		103	Original
79	Original		85	Original		104	Original
80	Original		86	Original		105	Original
81	Original		87	Original		106	Original
81.1	Original		88	Original		107	Original
81.2	Original		89	Original		108	Original
81.3	Original		90	Original		109	Original
81.4	Original	*	91	Original		109.1	Original
81.5	Original	*	92	Original		109.2	Original
81.6	Original	*	93	Original		110	Original
81.7	Original	*	94	Original			
81.8	Original	*	95	Original			
81.9	Original	*	96	Original			
81.10	Original	*	97	Original			
81.11	Original	*	98	Original			
			99	Original			
			100	Original			

* - Indicates pages included with this filing.

Issued: October 9, 2007

Effective:

October 10, 2007

By:

Linda Hunt, Director of Legal & Regulatory Affairs
1901 Eastpoint Parkway
Louisville, Kentucky 40223

OH0702

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.20 Virtual VoIP Prepaid Calling Card Service****3.20.1 General**

Lightyear Virtual VoIP Prepaid Calling Card Services (the "Card") allows Users to place calls from locations other than their normal place of business, or residence. The User dials either a local access number or a toll-free number, and an automated voice prompt will instruct the User to enter the card number. After validation of the card number, the automated voice prompt will instruct the User to enter a 4-digit pin number. The voice prompt will inform the User of the dollar amount remaining on the card. After the User dials the number, the automated voice prompt will then announce the number of minutes remaining on the card based on the location of the number dialed. Other features and services can be accessed by pressing the "*" key.

With one minute remaining before the card expires, the User will hear an automated warning announcement. With 30 seconds remaining before the card expires the User will hear another automated warning announcement before the call is terminated.

The Card is also available for interstate and international calling.

(N)

(N)

Issued: October 9, 2007

Effective:

October 10, 2007

By: Linda Hunt, Director of Legal & Regulatory Affairs
1901 Eastpoint Parkway
Louisville, Kentucky 40223

OH0702

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.20 Virtual VoIP Prepaid Calling Card Service, (Cont'd.)****3.20.2 Regulations**

By registering and using the card, the User agrees to the prices, charges, terms and conditions of this Service. If, upon receipt of the Card, the User does not agree to the prices, charges, terms and conditions, the User should not use the card and should cancel the service immediately by calling Lightyear's Customer Service Department.

The User is responsible for maintaining the confidentiality and security of the User's account number (sometimes called a PIN) and/or password. The User is responsible for all uses of the account, whether or not actually or expressly authorized. Any unauthorized access of the User's Lightyear account that is the result of the User's negligent handling of any Lightyear account number or password is expressly the liability of the User.

The User will not be reimbursed if the Card is used fraudulently or without the User's permission. Users should notify Lightyear immediately, in writing, by electronic mail or by calling the Lightyear User support line, if the Card is stolen or if the User becomes aware at any time that their Service is being stolen or fraudulently used. Failure to do so in a timely manner may result in the termination of Service and additional charges to the User.

Lightyear does not warrant or guarantee that the User will have availability of the toll or access number from all locations within North America. The Lightyear Virtual VoIP Service is strictly limited to use within the jurisdictions where Lightyear has authority to provide the Service. Availability and access to the Service may also be limited by Force Majeure events or by service outages of other carriers or network providers of Lightyear that are not within the control of Lightyear. Lightyear assumes no obligation or responsibility for unavailability of service in these situations.

Issued: October 9, 2007

Effective:

October 10, 2007

By: Linda Hunt, Director of Legal & Regulatory Affairs
1901 Eastpoint Parkway
Louisville, Kentucky 40223

OH0702

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.20 Virtual VoIP Prepaid Calling Card Service, (Cont'd.)****3.20.2 Regulations, (cont'd.)**

The following are restrictions on the use of this Service:

- a. Lightyear offers its services subject to availability of facilities, limitations of service offerings, and the provisions of the agreement provided to the User with the Card.
- b. The User cannot resell or transfer the Service to any other person for any purpose, or make any charge for the use of the Service.
- c. Services provided by Lightyear under the agreement will not be used: (1) For any unlawful purpose; (2) For making telephone calls that use automatic dialing devices and terminate into electronic information services, pay-per-call services, or other domestic or international audio text services; or (3) For international call-back offerings using uncompleted call signaling to any country, when that country has prohibited such an offering by statute or regulatory decision.
- d. Lightyear may (1) deny, for any lawful reason, a User's request for Service, or (2) limit or allocate the facilities available to or utilized by any Service, if necessary, to manage its network in an efficient manner; meet reasonable service expectations; furnish service to existing and future Users based on forecasted User requirements; or for any other lawful reason.
- e. Lightyear may, without notice (consistent with governing laws or regulations), block traffic to or from specific countries, country codes, cities, city codes, local telephone exchanges ("NXX exchanges"), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain User authorization codes, whenever Lightyear deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this Agreement; or (4) network blockage or the degradation of service furnished to Lightyear's User or other Users.

Issued: October 9, 2007

Effective:

October 10, 2007

By: Linda Hunt, Director of Legal & Regulatory Affairs
1901 Eastpoint Parkway
Louisville, Kentucky 40223

OH0702

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.20 Virtual VoIP Prepaid Calling Card Service, (Cont'd.)****3.20.2 Regulations, (cont'd.)**

Lightyear may terminate the Service at any time in its sole discretion, if any charge to User's credit card on file with Lightyear is declined or reversed, User's credit card expires and User has not provided Lightyear with a valid replacement credit card or in case of any other non-payment of account charges. If Service is terminated because of a declined or expired credit card or reversed charges by the credit card company, the User is fully liable to Lightyear for all charges accrued before termination and for all costs incurred by Lightyear in collecting such amounts, such as (but not limited to) collection costs and attorney's fees.

User is responsible for payment of all charges for services furnished, and anyone authorized by User to use the service. This responsibility is not changed by virtue of any use, misuse, or abuse of the service undertaken or caused by third parties.

If Lightyear hires a collection agency to collect, or attempt to collect, any charges owed Lightyear, User will be liable to Lightyear for an additional payment equal to 35% of the charges owed, where permitted by applicable law. If Lightyear incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed Lightyear other than by hiring a collection agency, User will be liable to Lightyear for the payment of all such fees and expenses reasonably incurred.

Lightyear reserves the right to discontinue furnishing services, cancel the account, and/or block access to Lightyear network, without incurring any liability, immediately and without notice if Lightyear deems that such action is necessary to prevent or to protect against fraud or to otherwise protect Lightyear's personnel, agents, facilities, or services.

Issued: October 9, 2007

Effective:

October 10, 2007

By: Linda Hunt, Director of Legal & Regulatory Affairs
1901 Eastpoint Parkway
Louisville, Kentucky 40223

OH0702

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.20 Virtual VoIP Prepaid Calling Card Service, (Cont'd.)****3.20.3 Terms of Service**

The Card is offered on a monthly basis which begins on the date that Lightyear activates the Service and ends on the day before the same date in the following month. The minimum term length is one (1) month.

The Card is a prepaid calling service. The card is unusable until registered and loaded. Each time the Card is used, a per minute charge based on the call destination will be deducted from the Card. A schedule of rates is located in this Tariff, and at <http://vcard.lightyear.net>. If a User does not use all of the dollars/minutes within the monthly bill cycle they were purchased, the dollar/minutes will expire and will not roll over to the next month regardless of whether the minutes were part of the initial purchase or a re-charge of minutes.

Lightyear is not responsible for any long distance charges incurred by the User when dialing a local access number. User should verify with their current Local Carrier and review their existing local and long distance plan to guarantee that no long distance charges will be charged to User's account. User should not dial a "1" when dialing a local access number. Lightyear is not responsible for any airtime or other charges from User's mobile phone service provider.

Calls made to 311, 411, 711 and 911, as well as 500, 700, 800/888, 900 and 976 numbers, and calls requiring operator assistance and/or the quotation of time and charges cannot be completed using the Lightyear Virtual VoIP Prepaid Calling Card. Air to ground and high seas service may not be completed. Calls may not be completed using a rotary telephone service. Lightyear does not offer collect calls via this Service. The Service cannot be accessed via a pay telephone.

Issued: October 9, 2007

Effective:

October 10, 2007

By: Linda Hunt, Director of Legal & Regulatory Affairs
1901 Eastpoint Parkway
Louisville, Kentucky 40223

OHI0702

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

3.20 Virtual VoIP Prepaid Calling Card Service, (Cont'd.)

3.20.3 Terms of Service, (cont'd.)

The User must provide Lightyear with a valid credit card number at the time the Service is activated. The credit card used to load and register the Card will be charged automatically each month with the same dollar amount originally purchased or as modified by the User until such time as the User cancels the Service through <http://vcard.lightyear.net>, or by calling Lightyear's Customer Service Department. If the credit card expires, or User closes the credit card account, or User's billing address changes, or the credit card is cancelled and replaced because of loss or theft, User must advise Lightyear immediately. If User's credit card is cancelled or determined to be invalid, Service will be disconnected immediately upon e-mail notice to User. Service will be restored upon request once a valid credit card is presented.

Lightyear will electronically invoice all charges on a monthly basis, in advance, to User's credit card, including but not limited to: re-charge fees, disconnection fees, and monthly Service fees, and any applicable taxes and regulatory fees.

If Lightyear changes its rates, the recurring monthly charges affected by such change will be assessed at the new rate for the full billing period during which the new recurring charge rate became effective. This credit card authorization will remain valid until thirty (30) days after Lightyear receives written notice from the User terminating Lightyear's authority to charge the credit card. All payments must be made in United States Currency.

The Card has no cash value, and there are no refunds, returns or exchanges associated with the Card. No refund will be provided if the Card is cancelled before usage is depleted.

The discontinuance of service(s) by Lightyear pursuant to these provisions does not relieve User of any obligation to pay Lightyear for charges due and owing for service(s) furnished up to the time of discontinuance.

Issued: October 9, 2007

Effective:

October 10, 2007

By: Linda Hunt, Director of Legal & Regulatory Affairs
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OH0702

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.20 Virtual VoIP Prepaid Calling Card Service, (Cont'd.)****3.20.4 Rates and Charges**

The minimum call duration is one minute. For usage decrement purposes, the length of each metered call is rounded to full minute increments. If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charges for taxes and surcharges include a fraction of a cent, the fraction is rounded up to the nearest whole cent.

Generally, timing of metered calls begins when the called party or an automated answering device (such as an answering machine or a facsimile machine) answers the call, and ends when one of the parties disconnects from the call. However, some foreign carriers (with whom Lightyear must interconnect in order to terminate calls to foreign countries) designate a call as "answered" when the called party's line rings or after a certain number of rings, and will charge Lightyear for a completed call. In these situations, Lightyear will charge for the call as if it were answered by the called party.

The User may select one of the following rate options as the Monthly Recurring Rate to be charged automatically each month to the User's credit card. A User may select a higher priced option at any time free of charge. However, a fee will be assessed if User elects to purchase a lower priced monthly rate option. Applicable taxes and regulatory fees are assessed in addition to the rates and charges shown below.

The minimum term for the Card is one (1) month from the date of activation. Customers must allow up to two (2) full business days for a card cancellation request to be processed. Any charges that become due and payable upon cancellation will be billed directly to Customer's credit card.

Issued: October 9, 2007

Effective:

October 10, 2007

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

3.20 Virtual VoIP Prepaid Calling Card Service, (Cont'd.)

(N)

3.20.4 Rates and Charges, (cont'd.)

A. Monthly Recurring and Recharge Rates

	Monthly Recurring Rates
Option 1	\$24.99
Option 2	\$49.99
Option 3	\$74.99
Option 4	\$99.99

Fee to Decrease Monthly Recurring Rate	\$4.99
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There is no fee to set up the Service with the Card. However, a User may re-charge the card (purchase additional minutes) by choosing blocks of service at the rates posted at the time of re-charge. Users can only re-charge once per day, and the cut off for a day is Midnight EST/EDT. The maximum re-charge amount in any one month cannot exceed \$100.00.

Fees for Re-Charge blocks of service

Option 1	\$5.00
Option 2	\$10.00
Option 3	\$15.00
Option 4	\$20.00

B. Usage Rates

	DID Access	800 Access
Usage Rate per minute	\$0.04	\$0.06
Directory Assistance, per call	\$0.99	\$0.99

(N)

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Exhibit C

Narrative Summarizing All Changes Proposed in the Application

The purpose of this revision is to add Virtual VoIP Prepaid Calling Card service.

Exhibit D

Customer Notice and Affidavit

N/A