



April 3, 2008  
Via E-Filing

2600 Maitland Center Pkwy.  
Suite 300  
Maitland, FL 32751  
P.O. Drawer 200  
Winter Park, FL  
32790-0200  
Tel: 407-740-8575  
Fax: 407-740-0613  
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: **IXC Detariffing for TON Services Inc.**

Dear Ms. Jenkins:

Enclosed for filing please find a PDF version of an Application for Detariffing submitted on behalf of TON Services Inc. The Company requests that this filing become effective on April 2, 2008.

The following items are included with this filing:

- 1- Application Form for Detariffing and Related Actions
- 2- Exhibit A - Existing IXC tariff #1
- 3- Exhibit B - No replacement tariff needed
- 4- Exhibit C - Summary of Changes
- 5- Exhibit D - Explanation of Compliance
- 6- Exhibit E - Customer Notice
- 7- Exhibit F - Customer Notice Affidavit

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 to [rnorton@tminc.com](mailto:rnorton@tminc.com). Thank you for your assistance.

Sincerely,

Robin Norton  
Consultant to TON Services Inc.

RN/ks

cc: Nathan Lee - TON  
file: TON - OH - IXC  
tms: OHi0801

*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

**Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD**  
**(Effective: 10/01/2007 through 04/01/2008)**

In the Matter of the Application of ) TRF Docket 90 - TP - TRF  
**TON Services, Inc.** ) Case No. 08 - 345 **TP** - **ATA**  
 To Detariff Certain Tier 2 Services and make other changes ) **NOTE: Unless you have reserved a Case No. leave the "Case No"**  
 related to the Implementation of Case No. 06-1345-TP-ORD ) **fields BLANK**

Name of Registrant(s) TON Services, Inc.  
 DBA(s) of Registrant(s) \_\_\_\_\_  
 Address of Registrant(s) 4185 Harrison Blvd., Suite 301, Ogden, UT 84403  
 Company Web Address https://www.fjcomm.com  
 Regulatory Contact Person(s) Gary Barlow Phone 801-624-4542 Fax 801-624-4530  
 Regulatory Contact Person's Email Address Gary.barlow@fjcomm.com  
 Contact Person for Annual Report Robin Norton Phone 407-740-3004 Fax 407-740-0613  
 Address (if different from above) 2600 Maitland Center Parkway, Suite 300, Maitland, FL 32751  
 Consumer Contact Information Gary Barlow Phone 801-624-4530  
 Address (if different from above) 4185 Harrison Blvd., Suite 301, Ogden, UT 84403

**Part I – Tariffs**

**Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.**

*NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.*

<u>Carrier Type</u>	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Part II – Exhibits**

**Note that the following exhibits are required for all filings using this form.**

<b>Included</b>	<b>Identified As:</b>	<b>Description of Required Exhibit:</b>
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> <li>citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or</li> <li>copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).</li> </ul>
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I am an officer/agent of the applicant corporation, **TON Service, Inc.**, and am authorized to make this statement on its behalf.

I, Robin Norton, 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 April 3, 2008 at Maitland, FL 32751



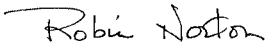
\*(Robin Norton, Consultant

April 3, 2008

- *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 Detariffing and Related Actions 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

April 3, 2008

*\*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.*  
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***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***

**TON Services, Inc.**

EXHIBIT A

EXISTING AFFECTED TARIFF PAGES

**TITLE SHEET**

**P.U.C.O. 1**

**TON Services Inc.**

**90-5886 -CT-TRF**

**RESALE TELECOMMUNICATIONS SERVICES**

This tariff includes the rates, charges, terms and conditions of service for the provision of switched interstate telecommunications services by TON Services Inc. between locations within the State of Ohio. This tariff is available for public inspection during normal business hours at the main office of TON Services Inc. located at 4185 Harrison Blvd., Suite 301, Ogden, Utah 84403.

Customers may contact the Company toll-free at (877) 866-7378 for assistance with billing or service inquires.

**Competitive Telecommunications Services**  
Prepaid Card Services

**Page Ref.**  
24

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Issued: August 30, 1999

Effective:

October 1, 1999

By: Joseph R. Kelley, Vice President & General Manager  
4185 Harrison Blvd., Suite 301  
Ogden, Utah 84403

OH19900

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**CHECK SHEET**

Sheets of this tariff as listed below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>	
Title	Original		26	3 <sup>rd</sup> Rev.	
1	6 <sup>th</sup> Rev.	*	27	4 <sup>th</sup> Rev.	*
2	1 <sup>st</sup> Rev.		28	4 <sup>th</sup> Rev.	*
3	Original		29	4 <sup>th</sup> Rev.	*
4	Original		29.1	2 <sup>nd</sup> Rev.	*
5	Original		29.2	3 <sup>rd</sup> Rev..	*
6	1 <sup>st</sup> Rev.	*	29.3	3 <sup>rd</sup> Rev.	*
7	1 <sup>st</sup> Rev.	*	29.4	1 <sup>st</sup> Rev.	*
8	Original		30	2 <sup>nd</sup> Rev..	
9	Original		31	4 <sup>th</sup> Rev.	*
10	Original		32	1 <sup>st</sup> Rev.	
11	Original		32.1	1 <sup>st</sup> Rev.	*
12	Original		32.2	Original	*
13	1st Rev.		32.3	Original	*
14	Original		32.4	Original	*
15	Original		32.5	Original	*
16	Original		32.6	Original	*
17	Original		32.7	Original	*
18	Original		33	Original	
19	Original		34	1 <sup>st</sup> Rev.	
19.1	1 <sup>st</sup> Rev.		35	1 <sup>st</sup> Rev.	*
19.2	Original				
20	2 <sup>nd</sup> Rev.	*			
21	1 <sup>st</sup> Rev.				
22	1 <sup>st</sup> Rev.	*			
23	1 <sup>st</sup> Rev.				
24	4 <sup>th</sup> Rev.	*			
25	4 <sup>th</sup> Rev.	*			

\* - indicates those pages included with this filing

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Issued: July 15, 2005

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July 15, 2005

By: Gary Barlow, Treasurer & CFO  
4185 Harrison Blvd., Suite 301  
Ogden, Utah 84403

OH0501

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**EXPLANATION OF SYMBOLS**

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

- (D) - Delete or Discontinue
- (I) - Change Resulting In An Increase to A Customer's Bill
- (M) - Moved From Another Tariff Location
- (N) - New
- (R) - Change Resulting In A Reduction to A Customer's Bill
- (T) - Change In Text or Regulation But No Change In Rate or Charge

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**TARIFF FORMAT**

- 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 PUCO. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc. the PUCO 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 PUCO, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on 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 PUCO.

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4185 Harrison Blvd., Suite 301  
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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** - An arrangement which connects the Customer's location to a TON Services Inc. switching center or point of presence.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Available Account Balance** - The amount of usage remaining on a Customer Account at any particular point in time. Each Customer Account has an Initial Account Balance which is stated in either U.S. dollars or Call Units, depending on the type of service. The Available Balance is depleted by the appropriate dollar amount or number of Call Units, respectively, based on the actual usage of the Company's service.

**Call Unit** - A Call Unit is a measurement of usage, such that a specified quantity of Call Units equate to one minute of usage. For example, one Call Unit may equate to one minute of interstate usage, while several Call Units may equate to one minute of international usage. Call Units are depleted on a per-call, real time basis.

**Called Party** - The person, individual, corporation, or other entity whose telephone number is called by the End user.

**Commission** - refers to the Public Utilities Commission of Ohio.

**Company or Carrier** - TON Services Inc. ("TON") unless otherwise clearly indicated by the context.

**Cost Deductions** - Deductions in the dollar amount remaining on a Customer's prepaid caused by using the prepaid service.

**Customer** - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

**Customer Account** - A Company account which is not associated with a Local Exchange Carrier switched access business or residential line. Customer Accounts consist of prepaid balances which are depleted on a real time basis during each call placed on each account.

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

**Debit Card** – A card issued by the Company which provides the Customer with a PIN and instructions for accessing the Company's network.

(N)  
(N)

**Depletion** - Reductions in the Available Balance based on usage of the Customer Account. Depletion of Dollar-Based service occurs on a real time basis at the tariffed per minute rates contained herein. Depletion of Unit-Based service occurs on a real time basis at the tariffed number of Call Units per minute contained herein.

**Dollar-Based Accounts** - Service where the Initial Balance and Available Balance is expressed in U.S. dollars. The rates per minute contained in this tariff are expressed in U.S. dollars.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Identification Number** - A unique numerical code associated with each prepaid card.

**Initial Account Balance** - The Available Balance of a Customer Account upon issuance of an Account Code and before any Depletion for call activity. The Initial Account Balance is expressed in either U.S. Dollars or in Call Units.

(T)

**LEC** - Local Exchange Company

(D)  
|  
|  
|  
|  
(D)

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

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

(D)

(D)

**Personal Identification Number (PIN)** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Company's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

(T)

|

(T)

**Prepaid Account** - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Prepaid Calling Card call.

**Prepaid Calling Card** - A card issued by the Company which provides the Customer with a Personal Identification Number and instructions for accessing the Carrier's network.

**Renewal** - A method of replenishing a Prepaid Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

**Subscriber** - A party who subscribes to prepaid service.

**TON** - Used throughout this tariff to mean TON Services Inc. unless clearly indicated otherwise by the text.

**Unit-Based Accounts** - Service where the Initial Balance and Available Balance is expressed in Call Units. The rates per minute contained in this tariff are expressed in Call Units, inclusive of taxes.

(D)

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(D)

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OH0501

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Application of Tariff

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by TON for telecommunications between points within the State of Ohio.

- 2.1.1 TON is a resale common carrier providing intrastate communications long distance service to Customers for the transmission and reception of voice, data, and other types of communications.
- 2.1.2 The Company offers intrastate telecommunications service in conjunction with interstate service.
- 2.1.3 Long distance usage charges are based on the actual usage of TON's network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 2.1.4 No charges apply to incomplete calls.

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

**2.2 Use of Services**

- 2.2.1** Services provided by TON may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2** The use of services provided by TON to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3** The use of services provided by TON without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false credit cards is prohibited.
- 2.2.4** Services provided by TON are available for use twenty-four hours per day, seven days per week.
- 2.2.5** TON does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Liability of TON**

- 2.3.1** TON shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall TON's liability for any service exceed the charges applicable under this tariff to such service.
- 2.3.2** TON shall be indemnified and saved harmless by any Subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright; and against all other claims arising out of any act or omission of a Subscriber or of any other entity in connection with the services provided by TON.
- 2.3.3** TON is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services provided by TON.
- 2.3.4** TON shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Liability of TON, (Cont'd)**

- 2.3.5** TON shall not be liable for and shall be indemnified and saved harmless by any Subscriber, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Subscriber, user or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Subscriber, user or any other entity or any other property whether owned or controlled by the Subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by TON which is not the direct result of TON's negligence.
- 2.3.6** TON shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.7** TON shall not be liable for any claim, loss, or refund as a result of loss or theft of Prepaid Cards or Personal Identification Numbers (PINs) issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer before or after the expiration date assigned to each Debit Account.

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

**2.4 Responsibilities of the Customer**

- 2.4.1** The Customer is responsible for payment of the charges set forth in this tariff unless the responsibility for such payment has been accepted by the called party, a third party, or a Subscriber.
- 2.4.2** The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.3** The Customer is responsible for establishing its identity as often as necessary during the course of a call.
- 2.4.4** The Customer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Cancellation or Interruption of Services**

**2.5.1** Without incurring liability TON may, after providing ten (10) days written notice, unless stated otherwise, discontinue service or withhold the provision of ordered or contracted services:

- A.** With proper notice for non-payment of a Customer Account Renewal of a fully-depleted balance.
- B.** For violation of any of the provisions of this tariff,
- C.** For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over TON.
- D.** By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting TON from furnishing its services.
- E.** With proper notice when the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- F.** With proper notice when the established expiration date of the Debit Account is reached.

**2.5.2** Without incurring liability, TON may interrupt the provision of services upon mutually agreed terms in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and TON's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Cancellation or Interruption of Services, (Cont'd)**

**2.5.3** Service may be discontinued by TON, after providing ten (10) days written notice to the Subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when TON deems it necessary to take such action to prevent unlawful use of its service. TON will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

**2.6 Cancellation by Customer**

Customers may cancel service at any time, either verbally or in writing. Customers are responsible for all charges up through the actual disconnect date. Charges may be avoided by dialing another carrier's access code. For prepaid services, the Customer may cancel service by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

**2.7 Validation of Credit**

TON reserves the right to validate the credit worthiness of Subscribers through available credit verification procedures.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by The Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**2.8.1** The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

**2.8.2 Billing Entity Conditions**

When billing functions on behalf of TON are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Payment for Service, (Cont'd)****2.8.3 Late Payment Charge and Cost of Collection**

A one time late fee of 1.5% will be charged on any Company-billed past due balance. A bill is considered past due on the thirty-first day after the issue date of the bill. In the event that the Company incurs fees or expenses, including attorney's fees, collecting or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

**2.8.4 Return Check Charge**

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. In addition, TON reserves the right to place the Available Usage Balance for the Customer's Prepaid Account on hold until the check or draft clears or is paid.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Deposits**

The Company will not require Customer deposits. The prepayment of services which are immediately available to the Customer does not constitute a deposit.

**2.10 Taxes and Fees**

The customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax) that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to be included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government-approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Cause No. 89-563-TP-COI. The Company shall comply with the Commission procedures by sending notice to all customers informing them of the new line item charges. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charge will be imposed will be filed with the Commission.

**2.10.1** For Prepaid Service, taxes or fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

**2.11 Miscellaneous Rates and Charges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service.

**2.12 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or telecommunications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment or access-code programmed telephone systems are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

**2.14 Refunds or Credits for Service Outages or Deficiencies**

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

**2.15 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.

**2.16 Minimum Service Period**

No minimum service period applies.

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4185 Harrison Blvd., Suite 301  
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.17 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided or Subscriber-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 or Subscriber, except as otherwise provided. The Subscriber or 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.

**2.18 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 or the Subscriber is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.19 Interconnection**

Service furnished by the Company may be used with or connected to the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.20 Tests, Pilots, and Contests**

The Company may conduct special tests or pilot programs and contests at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional events sponsored or endorsed by the Company.

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4185 Harrison Blvd., Suite 301  
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.21 PUCO Toll Blocking Policy**

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

Under the terms of the Selective Access Policy, TON Services, Inc. may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:

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

When a prospective customer, who previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select TON Services, Inc. as his or her 1+ carrier of choice, TON Services, Inc. may, subject to its tariffed toll deposit policies and the Commission's rules on establishment of service (See Rules 4901:1-5-14 and 4901:1-5-15, Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5-14, O.A.C., but TON Services, Inc. may negotiate a lower deposit.

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4185 Harrison Blvd., Suite 301  
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.21 PUCO Toll Blocking Policy, (Cont'd.)****(N)**

TON Services, Inc. may furnish credit information, acquired from TON Services, Inc.'s own experiences with the customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. TON Services, Inc. will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment by the customer of all past due toll debt to TON Services, Inc., TON Services, Inc. will notify the customer's local carrier that the block can be lifted and all 1+ dialing capabilities, including 10-XXX, will be restored.

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4185 Harrison Blvd., Suite 301  
Ogden, Utah 84403

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.1 General**

The Company offers prepaid service statewide to its Ohio Customers. Customers access the service through the Company's toll-free number, followed by the Customer's Account Code and destination station number. All services are offered in conjunction with interstate services.

Exclusions. The following call types may not be completed with TON's Debit Card service:

Calls to 700 numbers	All Operator Services Calls	(T)
Calls to 800 series numbers	Conference Calls	(D)
Calls to 900 numbers		
Busy Line Verify and Busy Line Interrupt		
Calls requiring the quotation of time and charges		

Except as may be specifically referenced therein, calls made utilizing TON's Debit Card services are not included in any specialized service offerings nor promotions.

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4185 Harrison Blvd., Suite 301  
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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.2 Reserved For Future Use**

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OH001

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.3 Call Timing**

**3.3.1** Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when the calling and the called station are connected.

**3.3.2** Chargeable time ends when the calling service point terminates, thereby releasing the network connection.

**3.3.3** Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.

**3.3.4** Unless otherwise specified in this tariff, usage is measured and rounded in one (1) minute increments for billing purposes.

**3.3.5** No charges apply to unanswered calls.

**3.3.6** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established) including pick up of answering machines & voicemail. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

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4185 Harrison Blvd., Suite 301  
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OH0501

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.4 Public 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 service accessed from the pay telephone.

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

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

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

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4185 Harrison Blvd., Suite 301  
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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.5 Prepaid Card Service - Schedule A**

Prepaid Card Service - Schedule A permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

Schedule A Cards are not rechargeable. The Available Usage Balance expires 180 days from the date of activation of the Card. Schedule A cards are sold in \$5, \$10, \$20, \$40, \$60, and \$100 increments. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable. (T)

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [1]

**3.5.1 Prepaid Card Service - Schedule A Rates**

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

Price per Unit:	\$0.109
Access Fee, per call:	1 Unit
Payphone Compensation Chg., per call:	7 Units

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4185 Harrison Blvd., Suite 301  
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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.6 (Reserved for Future Use)**

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.7 Prepaid Card Service - Schedule C**

Prepaid Card Service - Schedule C permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

Schedule C Cards are rechargeable either by phone or in person. The minimum amount that may be recharged by phone is \$5. The maximum twenty-four (24) hour recharge amount by phone order is \$50. The Available Usage Balance expires 180 days from the date of last use of the new card or replenished card, whichever is applicable. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

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For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [9]

**3.7.1 Prepaid Card Service - Schedule C Rates**

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

Price per Unit:	\$0.099
Access Fee, per call:	7 Units
Payphone Compensation Chg., per call:	7 Units

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.8 Prepaid Card Service - Schedule D**

Prepaid Card Service - Schedule D permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

Schedule D cards are rechargeable by phone or in person. The minimum amount that may be recharged by phone is \$25. The maximum twenty-four (24) hour recharge amount is \$100. The Available Usage Balance expires one (1) year from the date of last use of the new card or replenished card, whichever is applicable. Schedule D Cards are rechargeable in any whole number increment within the constraints for recharging by phone as noted above. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

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For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [4,5,6]

**3.8.1 Prepaid Card Service - Schedule D Rates**

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card. The payphone compensation charge is waived for calls made from TON payphones.

Price per Unit:	\$0.079	(R)
Access Fee, per call:	0 Unit	(R)
Payphone Compensation Chg., per call:	9 Units	(I)

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4185 Harrison Blvd., Suite 301  
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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.9 Bank Card Service - Schedule E**

Bank Card Service - Schedule E permits Customers to use their own bank-provided debit card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule E service by dialing a Company-specified access code.

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Schedule E Cards are refreshable. The card may be used at any time there are sufficient funds in the Customer's bank account (\$25 minimum) or until the account is closed. The available funds are verified during the call at various increments and again at the end of the call. Calls in progress will be terminated if the bank account balance is insufficient to cover the charges associated with the call.

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For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [11,12,14]

**3.9.1 Bank Card Service - Schedule E Rates**

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the account. A maximum of 100 units may be used for each call. The payphone compensation charge is waived for calls made from TON payphones.

Price per Unit:	\$0.079
Payphone Compensation Chg., per call:	9 Units

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.10 Prepaid Card Service - Schedule F**

Prepaid Card Service - Schedule F permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

The Available Usage Balance expires one (1) year from the date of last use of the new card or replenished card, whichever is applicable. Schedule F Cards are rechargeable by phone or in person. The minimum amount that may be recharged by phone is \$25. The maximum twenty-four (24) hour recharge amount is \$100. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable. (T)

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [10]

**3.10.1 Prepaid Card Service - Schedule F Rates**

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card. The payphone compensation charges is waived for calls made from TON payphones.

Price per Unit:	\$0.059	(R)
Access Fee, per call:	0 Unit	
Payphone Compensation Chg., per call:	12 Units	(I)

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

**3.11 Reserved for Future Use**

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.12 Prepaid Card Service - Schedule H**

Prepaid Card Service - Schedule H permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

The Available Usage Balance expires one (1) year from the date of last use of the new card or replenished card, whichever is applicable. Schedule H Cards are rechargeable by phone or in person. Schedule H Cards are rechargeable in any whole number increment within the constraints for recharging by phone as noted above. The minimum amount that may be recharged by phone is \$25. The maximum twenty-four (24) hour recharge amount is \$100. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

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For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [7]

**3.12.1 Prepaid Card Service - Schedule H Rates**

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card. The payphone compensation charge is waived for calls made from TON payphones.

Price per Unit:	\$0.079
Payphone Compensation Chg., per call:	9 Units

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.13 Bank Card Service - Schedule I**

Bank Card Service - Schedule I permits Customers to use their own bank-provided debit card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule I service by dialing a Company-specified access code.

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Schedule I Cards are refreshable. The card may be used at any time there are sufficient funds in the Customer's bank account (\$25 minimum) or until the account is closed. The available funds are verified during the call at various increments and again at the end of the call. Calls in progress will be terminated if the bank account balance is insufficient to cover the charges associated with the call.

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For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [13]

**3.13.1 Bank Card Service - Schedule I Rates**

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the account. A maximum of 100 units may be used for each call. The payphone compensation charge is waived for calls made from TON payphones.

Price per Unit: \$0.079

**(R)**

Payphone Compensation Chg., per call: 9 Units

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

**3.14    Reserved for Future Use**

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.15 Prepaid Card Service - Kardlink Management****(T)**

Prepaid Card Service - Kardlink Management is offered for those Customers who wish to purchase prepaid cards in bulk. This offering is designed primarily for business Customers who provide pre-paid cards for use by their employees. Kardlink Management includes a web-based service that allows the Customer to control the amount of money spent each month for phone usage.

Kardlink Management Cards are rechargeable via the Company's website. The Available Usage Balance expires one (1) year from the date of last use of the new card or replenished card, whichever is applicable. Payment for Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable. Payment may be made via automatic bank draft, check or money order. Calling time will then be added to the applicable Kardlink cards in the Customer's account.

The Customer may allot a predetermined amount of time each month to be used for long distance calling for each card. Card renewal may be accomplished either by adding time manually or by setting defaults to add calling time automatically via the Company's Internet web page. Default settings may be changed for all cards on the account or for individual cards.

As part of the service, call detail is made available through the Company's Internet web page. The Customer may view and print statements and receipts on all financial transactions via the web. The Customer may obtain call detail for each individual card or receive a summary of all the cards in the Customer's account.

Call charges are deducted from each card on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [8]

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4185 Harrison Blvd., Suite 301  
Ogden, Utah 84403

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.15 Prepaid Card Service - Kardlink Management, (Cont'd)****3.15.1 Prepaid Card Service - Kardlink Management Rates**

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card. The payphone compensation charge is waived for calls made from TON payphones.

Price per Unit:	\$0.06	<b>(R)</b>
Payphone Compensation Chg., per call:	12 Units	<b>(I)</b>

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4185 Harrison Blvd., Suite 301  
Ogden, Utah 84403

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.16 Prepaid Sponsor Program****(T)**

The Prepaid Sponsor Program, where available, is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Company's Prepaid card accounts at reduced rates or free of charge to end users. At the option of the Sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Company's trade mark, trade name, service mark or other image on the card.

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4185 Harrison Blvd., Suite 301  
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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.17 Prepaid Card Service - Schedule K**

Prepaid Card Service - Schedule K permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 minutes and 1 minute of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call. A call will not be processed if the card has less than \$1.03 balance remaining.

Schedule K Cards are rechargeable either by phone or in person. The minimum amount that may be recharged by phone is \$5. The maximum twenty-four (24) hour recharge amount is \$50. The Available Usage Balance expires 180 days from the date of last use of the new card or replenished card, whichever is applicable. Schedule K Cards are rechargeable in any whole number increment within the constraints for recharging by phone as noted above. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

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For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [21]

(T)

**3.17.1 Prepaid Card Service - Schedule K Rates**

Calls are measured and consumed on a per minute basis.

Price per minute:	\$0.039
Access Fee, per call:	\$0.99
Payphone Compensation Chg., per call:	\$0.75
Monthly Recurring Service Fee	\$0.99

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By: Gary Barlow, Treasurer & CFO  
4185 Harrison Blvd., Suite 301  
Ogden, Utah 84403

OH0501

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.18 Prepaid Card Service - Schedule L**

Prepaid Card Service - Schedule L permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call. A call will not be processed if the card has less than \$0.792 balance remaining.

Schedule L Cards are rechargeable in person only, and may not be recharged over the phone. The minimum recharge amount is \$5. The Available Usage Balance expires 360 days from the date of last use of the new card or replenished card, whichever is applicable. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [18]

**3.18.1 Prepaid Card Service - Schedule L Rates**

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

Price per Unit:	\$0.104
Access Fee, per call:	\$0.74
Payphone Compensation Chg., per call:	\$0.75

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OH0501

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.19 Prepaid Card Service - Schedule M**

(N)

Bank Card Service - Schedule M permits Customers to use their own bank-provided debit card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule M service by dialing a Company-specified access code.

Schedule M Cards are refreshable. The card may be used at any time there are sufficient funds in the Customer's bank account (\$25 minimum) or until the account is closed. The available funds are verified during the call at various increments and again at the end of the call. Calls in progress will be terminated if the bank account balance is insufficient to cover the charges associated with the call.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [24]

**3.19.1 Prepaid Card Service - Schedule M Rates**

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

Price per Unit:	\$0.079
Access Fee, per call:	none
Payphone Compensation Chg., per call:	9 Units

(N)

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OH0501

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.20 Prepaid Card Service - Schedule N**

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Prepaid Card Service - Schedule N permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 minutes and 1 minute of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call. A call will not be processed if the card has less than \$0.71 balance remaining.

Schedule N Cards are rechargeable either by phone or in person. The minimum amount that may be recharged by phone is \$5. The maximum twenty-four recharge amount by phone is \$50. The Available Usage Balance expires 180 days from the date of last use of the new card or replenished card, whichever is applicable. Schedule N are rechargeable in any whole number increment within the constraints for recharging by phone as noted above. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [22]

**3.20.1 Prepaid Card Service - Schedule N Rates**

Calls are measured and consumed on a per minute basis.

Price per minute:	\$0.079
Access Fee, per call:	\$0.69
Payphone Compensation Chg., per call:	\$0.75

(N)

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.21 Bank Card Service - Schedule O**

Bank Card Service - Schedule O permits Customers to use their own bank-provided debit card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule O service by dialing a Company-specified access code.

The card may be used at any time there are sufficient funds in the Customer's bank account (\$25 minimum) or until the account is closed. The available funds are verified during the call at various increments and again at the end of the call. Calls in progress will be terminated if the balance in the account is insufficient to cover the charges associated with the call.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [26]

**3.21.1 Bank Card Service - Schedule O Rates**

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the account. The payphone compensation charge is waived for calls made from TON payphones.

Price per Unit:	\$0.079
Payphone Compensation Chg., per call:	9 Units

(N)

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Ogden, Utah 84403

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.22 Employee Service - Schedule P**

(N)

Employee Service - Schedule P rates are available to corporate employees and selected fleet customers. Schedule P permits Customers to use their own bank-provided debit card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule P service by dialing a Company-specified access code.

The card may be used at any time there are sufficient funds in the Customer's bank account (\$25 minimum) or until the account is closed. The available funds are verified during the call at various increments and again at the end of the call. Calls in progress will be terminated if the balance in the account is insufficient to cover the charges associated with the call.

The card may be used at any time there are sufficient funds in the Customer's bank account or until the expiration date on the bank-provided prepaid card or until the bank account is closed.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [ 25 ]

**3.22.1 Employee MasterCard Service - Schedule P Rates**

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the account. A maximum of 100 units may be used for each call.

Price per Unit:	\$0.049
Payphone Compensation Chg., per call:	\$0.750

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Effective: July 15, 2005

By: Gary Barlow, Treasurer & CFO  
4185 Harrison Blvd., Suite 301  
Ogden, Utah 84403

OH0501

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.23 Prepaid Card Service - Schedule Q**

(N)

Prepaid Card Service - Schedule Q permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 minutes and 1 minute of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call. A call will not be processed if the card has less than \$1.05 balance remaining. This card has special rates available for use with international service to Mexico. Dialing instructions are available in both English and Spanish.

Schedule Q Cards are rechargeable either by phone or in person. The minimum amount that may be recharged by phone is \$5. The maximum twenty-four recharge amount is \$50. A monthly recurring charge applies for each month in which the card has a balance, regardless of usage. The Available Usage Balance expires 90 days from the date of last use of the new card or replenished card, whichever is applicable. Schedule Q Cards are rechargeable in any whole number increment within the constraints for recharging by phone as noted above. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [27]

**3.23.1 Prepaid Card Service - Schedule Q Rates**

Calls are measured and consumed on a per minute basis.

Price per minute:	\$0.039
Access Fee, per call:	\$0.99
Payphone Compensation Chg., per call:	\$0.750
Monthly Recurring Service Fee:	\$0.99

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By: Gary Barlow, Treasurer & CFO  
4185 Harrison Blvd., Suite 301  
Ogden, Utah 84403

OH0501

**SECTION 4 - PROMOTIONS****4.1 Promotional Offerings - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company shall notify the Commission, in writing, 30 days prior to the start of a promotion.

**4.2 Demonstration of Calls**

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

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Issued: August 30, 1999

Effective: October 1, 1999

By: Joseph R. Kelley, Vice President & General Manager  
4185 Harrison Blvd., Suite 301  
Ogden, Utah 84403

OHi9900

**SECTION 5 - GRANDFATHERED SERVICES**

**5.1 (Reserved for Future Use)**

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Issued: July 2, 2002

Effective:

By: Joseph R. Kelley, Vice President & General Manager  
4185 Harrison Blvd., Suite 301  
Ogden, Utah 84403

OH00202

**SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**

**5.2 Reserved for Future Use**

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Issued: July 15, 2005

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July 15, 2005

By: Gary Barlow, Treasurer & CFO  
4185 Harrison Blvd., Suite 301  
Ogden, Utah 84403

OH0501

**TON Services, Inc.**

EXHIBIT B

PROPOSED REVISED TARIFF PAGES

All of TON Services, Inc's services are now detariffed.

**TON Services, Inc.**

EXHIBIT C

SUMMARY OF CHANGES

All of TON Services, Inc's services are now detariffed.



**TON Services, Inc.**

**EXHIBIT D**

**EXPLANATION OF COMPLIANCE WITH RULE  
4901:1-6-05(G)(3) REGARDING DISCLOSURE OF RATES, TERMS AND CONDITIONS FOR DETARIFFED  
SERVICES**

Web Address, and Company physical address where Customers may obtain copies of the materials and publications in  
Compliances with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3).



**TON Services, Inc.**

EXHIBIT E

CUSTOMER NOTICE

Copy of the Customer Notice of detariffing and related changes (4901:1-06-16(B) to include where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).

TON Services, Inc. has no presubscribed customers to whom the customer notice can be sent.

**TON Services, Inc.**

EXHIBIT F

CUSTOMER NOTICE AFFIDAVIT

**CUSTOMER NOTICE AFFIDAVIT**

STATE OF: Utah

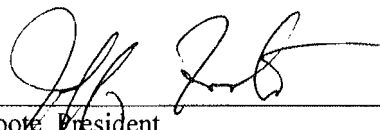
COUNTY OF: Weber

**AFFIDAVIT**

I, Jeff Foote, President, am an authorized agent of the applicant corporation, TON Services, Inc., and am authorized to make this statement on its behalf.

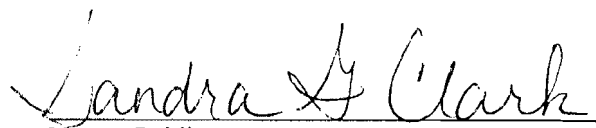
Due to the fact that TON Services, Inc. has no presubscribed customers, I attest that TON Services, Inc. has no customers to whom the customer notice can be sent, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 30<sup>th</sup> of March, 2008, in Ogden, Utah.

  
\_\_\_\_\_  
Jeff Foote, President  
TON Services, Inc.

30 march 2008  
\_\_\_\_\_  
Date

Subscribed and sworn to before me this 30 March of ~~April~~, 2008.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:



**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**4/3/2008 2:19:29 PM**

**in**

**Case No(s). 08-0345-TP-ATA**

Summary: Application TON Services, Inc. OH IXC Detariffing Application electronically filed by Ms. Kathy Steinke on behalf of TON Services Inc.