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Lance J.M. Steinhart, P.C.

Attorney At Law 1720 Windward Concourse Suite 115

Alpharetta, Georgia 30005

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Telephone: (770) 232-9200 Facsimile (770) 22-9208

Email: lsteinhart@telecomcounsel.com

April 3, 2008

# VIA OVERNIGHT DELIVERY

Also Admitted in New York

and Maryland

Renee J. Jenkins
Director of Administration
Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, OH 43215-3793

Re:

Access One, Inc.

Case No.: 01-0523-TP-ACE

Dear Ms. Jenkins:

Pursuant to the Matter of the Review of Chapter 4901:1-6, Ohio Administrative Code, Case No. 06-1345-TP-ORD dated September 19, 2007, enclosed please find for filing an original and seven (7) copies of Access One, Inc.'s Detariffing and Related Actions Application Form, with all required attachments.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope. If you have any questions, or if I may provide you with additional information, please do not hesitate to contact me.

Respectfully submitted,

Lance M. Steinhart

Access One, Inc.

**Enclosures** 

cc: Mark Jozwiak (w/enc)

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# 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 Access One, Inc. to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD	TRF Docket No. 90- Case NoTP - ATA NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.
Name of Registrant(s) Access One, Inc.	
DBA(s) of Registrant(s)	
Address of Registrant(s) 820 West Jackson Blvd., 6th Floor, Cl	nicago, Illinois 60607
Company Web Address www.accessoneinc.com	
Regulatory Contact Person(s) Mark Jozwiak, President	Phone (312) 441-1000 Fax (312) 441-1010
Regulatory Contact Person's Email Address info@accessonein	c.com
Contact Person for Annual Report Mark Jozwiak, President	Phone (312) 441-1000
Address (if different from above)	• •
Consumer Contact Information Maggie Szejda, Director of Op	erations Phone (800) 804-8333
Address (if different from above)	. ,

### 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>	☐ ILEC	⊠ CLEC	⊠ cts
Business Tier 2 Services		X	X
Residential & Business Toll Services		$\boxtimes$	$\boxtimes$
Other Changes required by Rule (Describe in detail in Exhibit C)			

### Part II - Exhibits

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

Included	Identified As:	Description of Required Exhibit:	
M	Exhibit A		
		The existing affected tariff pages.	
	Exhibit B	The proposed revised tariff pages.	
$\square$	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.	
	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:	
		• citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or	
		• copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).	
	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule	
1		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).	
$\square$	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, Access One, Inc., 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. March 20 2008 Mark Jozwiak, President riff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the This affidavit is applicant. VERIFICATION I, Mark Jozwiak verify that I have utilized the Telecommunications Application Form for Detarifting 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. Mark Jozwiak, President ay be signed by counsel or an officer of the applicant, or an authorized agent of Kerifica**rl**on is required for/every Form, including all required attachments as well as the required number of copies, to: Send your completed Application \ **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

OH DETARIFFING

# LIST OF EXHIBITS

- Exhibit A The existing affected tariff pages.
- Exhibit B The proposed revised tariff pages.
- 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.
- 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.
- 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).
- Exhibit F Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

# Exhibit A

**Existing Affected Tariff Pages** 

Issue Date: March 2, 2001

Ohio Tariff No. 1 Original Page No. 1

# RATES, TERMS AND CONDITIONS RELATING TO THE PROVISION OF LOCAL EXCHANGE SERVICES & TOLL SERVICES IN THE STATE OF OHIO

As Approved in Case No. 01-523-TP-ACE

Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6th Floor Chicago, Illinois 60607

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As Approved in Case No. 01-523-TP-ACE Effective Date: May 2, 2001

Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6th Floor Chicago, Illinois 60607

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Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6<sup>th</sup> Floor Chicago, Illinois 60607

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Effective Date: May 2, 2001

Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6<sup>th</sup> Floor Chicago, Illinois 60607

Issue Date: March 2, 2001

Ohio Tariff No. 1 Original Page No. 8

### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of resold and facilities-based local exchange and interexchange service by Access One, Inc. ("the Company") in the calling areas defined herein.

The provision of local exchange and interexchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

As Approved in Case No. 01-523-TP-ACE

Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6<sup>th</sup> Floor Chicago, Illinois 60607

Issue Date: March 2, 2001

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### EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below.

- C To indicate changed regulation.
- D To indicate discontinued rate or regulation.
- I To indicate increased rate.
- M To indicate a move in the location of text.
- N To indicate new rate or regulation.
- R To indicate reduced rate.
- S To indicate reissued matter.
- To indicate a change in text but no change in rate or regulation.

As Approved in Case No. 01-523-TP-ACE

Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6<sup>th</sup> Floor Chicago, Illinois 60607

Issue Date: March 2, 2001

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### **EXPLANATION OF TERMS**

### ADVANCE PAYMENT

Part or all of a payment required before the start of service.

### **AGENCY**

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

### **AUTHORIZATION CODE**

A numerical code assigned to a Customer to enable the Company to identify the origin of the Customer so it may rate and bill the call.

### **AUTHORIZED USER**

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

### ATTENDANT

An operator of a PBX console or telephone switchboard.

### BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designated for permanent occupancy.

# CALL INITIATION

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

### **CALL TERMINATION**

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

As Approved in Case No. 01-523-TP-ACE

Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6<sup>th</sup> Floor Chicago, Illinois 60607

Issue Date: March 2, 2001

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### EXPLANATION OF TERMS (cont'd)

### CENTRAL OFFICE

An operating office of the incumbent local exchange company where connections are made between telephone exchange lines.

### **CUSTOMER**

A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

### **EMERGENCY**

A situation that appears to present immediate danger to person or property.

# EMERGENCY SERVICE (ENHANCED 911)

Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

### **E911 SERVICE AREA**

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

As Approved in Case No. 01-523-TP-ACE

Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6<sup>th</sup> Floor Chicago, Illinois 60607

Issue Date: March 2, 2001

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### EXPLANATION OF TERMS (cont'd)

### E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

### **ERROR**

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

### **EXCHANGE**

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

### **EXCHANGE ACCESS LINE**

A central office line furnished for direct or indirect access to the exchange system.

### FINAL ACCOUNT

A customer's outstanding charges still owed to the Company.

# INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

As Approved in Case No. 01-523-TP-ACE

Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6th Floor Chicago, Illinois 60607

Issue Date: March 2, 2001

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### EXPLANATION OF TERMS (cont'd)

### LAST NUMBER REDIAL

Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

### LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

### LOCAL CALL

A call which is not rated as a long distance call.

### LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

### LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

### LOCAL SERVICE

Telephone exchange service within a local calling area.

# MOVE

The disconnection of existing service at one location and reconnection of the same service at a new location in the same building or in a different building on the same premises.

### PBX

A private branch exchange.

As Approved in Case No. 01-523-TP-ACE

Effective Date: May 2, 2001

Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6<sup>th</sup> Floor Chicago, Illinois 60607

Issue Date: March 2, 2001

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### EXPLANATION OF TERMS (cont'd)

### PREPAID ACCOUNT

An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

### PREPAID CALLING CARD

A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

### **PRESUBSCRIPTION**

An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

### PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX STATIONS, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

### RATE CENTER

Company-designated service locations from which service is rendered or rated.

As Approved in Case No. 01-523-TP-ACE

Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6<sup>th</sup> Floor Chicago, Illinois 60607

Issue Date: March 2, 2001

Ohio Tariff No. 1 Original Page No. 15

### EXPLANATION OF TERMS (cont'd)

### RECURRING CHARGES

The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

### SERVICE COMMENCEMENT DATE

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

### SERVICE ORDER

The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

### SERVING CENTRAL OFFICE

The central office from which local service is furnished.

### SPEED CALLING

Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

As Approved in Case No. 01-523-TP-ACE

Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6th Floor Chicago, Illinois 60607

Issue Date: March 2, 2001

Ohio Tariff No. 1 Original Page No. 16

### EXPLANATION OF TERMS (cont'd)

### TELECOMMUNICATIONS RELAY SERVICE (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls.

### TELECOM UNIT

A measurement of telecommunications service equivalent to one minute of usage.

### TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

### TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

### **TOLL BLOCKING**

Allows end users to block direct-dialed long distance calls from their telephones.

As Approved in Case No. 01-523-TP-ACE

Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6<sup>th</sup> Floor Chicago, Illinois 60607

Issue Date: March 2, 2001

Ohio Tariff No. 1 Original Page No. 17

### EXPLANATION OF TERMS (cont'd)

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

### UNDERLYING CARRIER

The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the provision of toll services.

**USER** 

A customer or any other person authorized by a Customer to use service provided under this Tariff.

As Approved in Case No. 01-523-TP-ACE

Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6<sup>th</sup> Floor Chicago, Illinois 60607

Ohio Tariff No. 1

Section 1

Issue Date: March 2, 2001

Original Page No. 1

# 1. <u>Local Exchange Service Regulations</u>

# 1.1 Undertaking of the Company

- A The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis. Ameritech Ohio is the underlying incumbent local exchange carrier.
- B The Company is responsible under this tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity, not including agents of the Company. Customers may use services provided under this tariff to obtain access to services offered by other service providers. However, this does not permit the Company to offer any services it purchased from Ameritech Ohio on a resale basis for resale to other carriers.
- C The Company will provide a toll-free number giving Customers access to service personnel 24 hours per day, 7 days per week.
- D The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

# 1.2 Terms and Conditions

A Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will be required to execute any other documents as may be reasonably requested by the Company.

Ohio Tariff No. 1
Section 1

Original Page No. 2

Effective Date: May 2, 2001

Issue Date: March 2, 2001

# 1. <u>Local Exchange Service Regulations</u> (cont'd)

# 1.2 Terms and Conditions (cont'd)

- B Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- C This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
- D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

As Approved in Case No. 01-523-TP-ACE

Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6th Floor Chicago, Illinois 60607

Ohio Tariff No. 1 Section 1

Issue Date: March 2, 2001

Original Page No. 3

- 1. Local Exchange Service Regulations (cont'd)
  - 1.2 <u>Terms and Conditions</u> (cont'd)
- G In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.
  - 1.3 Notification of Service Affecting Activities
- A The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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Effective Date: May 2, 2001

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# 1. Local Exchange Service Regulations (cont'd)

# 1.4 Provision of Services

- A The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Service installation shall be completed within five business days after a service order is placed.
- B The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.
- C The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of facilities the Company may obtain from other carriers to furnish service as required at the sole discretion of the Company.
- D Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

Ohio Tariff No. 1 Section 1 Original Page No. 5

Issue Date: March 2, 2001

- 1. <u>Local Exchange Service Regulations</u> (cont'd)
  - 1.4 Provision of Services (cont'd)
- E The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services. Beyond this responsibility, the Company shall not be responsible for:
  - (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
  - (ii) the reception of signals by Customer provided equipment; or
  - (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.
- At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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Effective Date: May 2, 2001

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1. Local Exchange Service Regulations (cont'd)

# 1.5 Liability of the Company

- A The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents. The limitation of liability contained herein will be in compliance with the Commission's Minimum Telephone Services Standards and the Service Requirements Form.
- The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service offered under this tariff, and subject to the provisions of Section 1.7.2, the Company's liability, if any, shall be limited as provided herein. The limitation of liability contained herein will be in compliance with the Commission's Minimum Telephone Services Standards and the Service Requirements Form.

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Effective Date: May 2, 2001

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1. <u>Local Exchange Service Regulations</u> (cont'd)

# 1.5 Liability of the Company

- C The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
  - (i) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
  - (ii) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
  - (iii) claims for loss of profit; or
  - (iv) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.
- D The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's exchange access lines. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

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Ohio Tariff No. 1 Section 1 Original Page No. 8

Effective Date: May 2, 2001

- 1. Local Exchange Service Regulations (cont'd)
  - 1.5 Liability of the Company
- Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

# 1.5.1 With Respect to Emergency Number 911 Service

A This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

As Approved in Case No. 01-523-TP-ACE

Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6th Floor Chicago, Illinois 60607

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# 1. Local Exchange Service Regulations (cont'd)

# 1.5 <u>Liability of the Company</u>

# 1.5.2 With Respect to Directory Listings

- A In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- B An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:
  - (i) Free Listings: For free or non-charged published directory listings credit shall be given at the rate of three (3) times the monthly tariff rate for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
  - (ii) Charge Listings: For each additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

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Ohio Tariff No. 1 Section 1 Original Page No. 10

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# 1. <u>Local Exchange Service Regulations</u> (cont'd)

# 1.5 Liability of the Company (cont'd)

# 1.5.2 With Respect to Directory Listings (cont'd)

- (iii) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the corrected information shall be placed in the files of directory assistance and intercept operators within two business days of discovery.
- (iv) Definitions: As used in paragraphs (i), (ii) and (iii) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or community different from the one provided to the Company.
- (v) Notice: Such allowances or credits as specified in paragraphs (i) and (ii) above, shall be given notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it was administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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- Local Exchange Service Regulations (cont'd) 1.
  - Liability of the Company (cont'd) 1.5
    - 1.5.3 Reserved for Future Use

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1. Local Exchange Service Regulations (cont'd)

# 1.6 Directory Listings

- A The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 1.5.2 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B Upon termination of service, the listed directory number of Customer will be retained by the Company until such time as Customer's outstanding obligations to the Company have been paid, including any estimated final charges.
- When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

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# 1. Local Exchange Service Regulations (cont'd)

# 1.7 Interruptions in Service

An interruption is deemed to have occurred when the phone lines of the underlying provider are inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

# 1.7.1 Temporary Suspension for Maintenance

A The Company's underlying provider shall have the right to make necessary repairs or changes in its services at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

# 1.7.2 Credit Allowance for Interruptions

- A Interruptions of 24 hours or more, are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.
- B For calculating credit allowances, every month is considered to have 30 days. A credit allowance for up to 48 hours is applied on a pro rata basis against the monthly recurring charges. A credit of at least one third of a month will be made for interruptions of 48 to 72 hours, and a credit of at least two-thirds of a month will be made for interruptions of 72 to 96 hours, with a full month credit for interruptions in excess of 96 hours. Only those facilities on

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Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6<sup>th</sup> Floor Chicago, Illinois 60607

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the interrupted portion of circuit will receive a credit.

- 1. <u>Local Exchange Service Regulations</u> (cont'd)
  - 1.7 Interruptions in Service (cont'd)
    - 1.7.3 Limitations on Credit Allowances
    - A No credit allowances will be made for:
      - (i) interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer; and
      - (ii) interruptions that are restored on or before the day after the interruption is reported or discovered by the Company.

All requirements for credit allowances for interruptions of service will be consistent with 4901:1-15-18 of the Commission's Minimum Telephone Service Standards.

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- 1. <u>Local Exchange Service Regulations</u> (cont'd)
  - 1.8 Obligations of the Customer
- A The Customer shall be responsible for:
  - (i) the payment of all applicable charges pursuant to this tariff;
  - (ii) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services.

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#### 1. <u>Local Exchange Service Regulations</u> (cont'd)

#### 1.8 Obligations of the Customer (cont'd)

#### 1.8.1 Claims

- A With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:
  - (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
  - (ii) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services in a manner not contemplated by the agreement between the Customer and the Company.

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#### 1. <u>Local Exchange Service Regulations</u> (cont'd)

#### 1.8 Obligations of the Customer (cont'd)

#### 1.8.2 Station Equipment

A The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

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- 1. Local Exchange Service Regulations (cont'd)
  - 1.8 Obligations of the Customer (cont'd)
    - 1.8.3 Interconnection of Facilities
    - A Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service, and the channels, facilities or equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.
    - B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers that are applicable to such connections.
    - C Services furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

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- 1. Local Exchange Service Regulations (cont'd)
  - 1.8 Obligations of the Customer (cont'd)
    - 1.8.4 <u>Inspections</u>
    - A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in Section 1.8.2 for the installation, operation, and maintenance of Customer-provided facilities. No credit will be allowed for any interruptions occurring during such inspections.
    - B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services and personnel from harm. The Company will, upon request twenty-four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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#### 1. <u>Local Exchange Service Regulations</u> (cont'd)

## 1.9 Payment Arrangements

A The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Objections must be received by the Company within a reasonable period of time after receipt of bill, or all the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges of the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specified, those charges may be passed on to the Customer.

#### 1.9.1 Taxes

A The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees or other similar fees (i.e. 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 Case No. 95-845-TP-COI. The company shall comply with 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.

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Ohio Tariff No. 1 Section 1 Original Page No. 21

## 1. <u>Local Exchange Service Regulations</u> (cont'd)

## 1.9 Payment Arrangements (cont'd)

#### 1.9.2 Deposits

A Applicants for service or existing Customers whose financial condition is not applicable under the rules of the Public Utilities Commission of Ohio may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

## B The deposit will not exceed an amount equal to:

- (i) two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges; or
- (ii) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing service orders after it has requested a security deposit and prior to the Customer's compliance with this request.

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- 1. <u>Local Exchange Service Regulations</u> (cont'd)
- 1.9 Payment Arrangements (cont'd)

#### 1.9.3 Refund of Deposits

- A A deposit will be refunded to a customer after twelve consecutive months of prompt payments of telephone service invoices. The Company may at its option either credit the amount on the Customer's bill or refund the deposit by direct payment.
- B When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

#### 1.9.4 Interest to Be Paid on Deposits

- A Interest will be paid on in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:
  - (i) by credit to the customer's account once annually;
  - (ii) by payment to the Customer upon request, once annually;
  - (iii) by adding accrued interest to the amount of the deposit when refunded to the customer;
  - (iv) by applying interest to any unpaid bill of the Customer upon termination of service with the Company.

All requirements for deposits will be consistent with 4901:1-5-14 of the Commission's Minimum Telephone Service Standards.

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- 1. <u>Local Exchange Service Regulations</u> (cont'd)
  - 1.9 Payment Arrangements (cont'd)
    - 1.9.5 Bills and Collection of Charges
    - A Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
    - All service, monthly recurring charges and non-recurring charges are due and payable within 14 days of the post mark on the bill, provided however, that installation charges may be spread out over 3 months.
    - C The Company shall present bills for recurring charges monthly to the Customer, in advance of the month which service is provided.

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#### 1. Local Exchange Service Regulations (cont'd)

- 1.9 Payment Arrangements (cont'd)
  - 1.9.5 Bills and Collection of Charges (cont'd)
  - D For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
  - E A late payment charge of 1.5% 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.
  - F A minimum charge of \$10 and a maximum charge of \$30 will be assessed for checks with insufficient funds or non-existing accounts. The Company may waive the bad check charge under appropriate circumstances.
  - G If Customer chooses to place information services provider (ISP) calls or receives calls via a non-Access One, Inc. affiliated carrier, customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company or its affiliates.

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#### 1. Local Exchange Service Regulations (cont'd)

#### 1.9 Payment Arrangements (cont'd)

#### 1.9.6 Disputed Bills

- The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- The date of the dispute shall be the date the Company receives sufficient В documentation to enable it to investigate the dispute.
- The date of the resolution is the date the Company completes its C investigation and notifies the Customer of the disposition of the dispute.

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Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6th Floor

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## 1. Local Exchange Service Regulations (cont'd)

#### 1.10 Discontinuance of Service

A Upon any termination of the communication service agreement, the listed directory number of the Customer may at the Company's discretion be returned to the Customer.

#### 1.10.1 Discontinuance of Service by the Company

- A The Company may discontinue or suspend service to Customer upon seven (7) days prior written notice without incurring any liability for the following reasons:
  - (i) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or
  - (ii) Upon failure of the Customer to meet the deposit requirements set out in Section 1.9.3 of this tariff; or
  - (iii) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
  - (iv) Upon failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services.

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- 1. <u>Local Exchange Service Regulations</u> (cont'd)
  - 1.10 Discontinuance of Service (cont'd)
    - 1.10.1 Discontinuance of Service by the Company (cont'd)
    - B The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:
      - (i) In the event of tampering with the Company's equipment, facilities or property in any way; or
      - (ii) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or
      - (iii) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others.
    - C The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time or up to discontinuance of service.
    - D Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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- 1. <u>Local Exchange Service Regulations</u> (cont'd)
  - 1.10 Discontinuance of Service (cont'd)
    - 1.10.1 Discontinuance of Service by the Company (cont'd)
    - D For purposes of this section (1.10.1), all regulated telephone services provided by the Company shall be defined as local service.
    - E The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards.
      - (i) Disconnection notices issued by the Company pursuant to Rule 4901:1-5;19, O.A.C., must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "only local" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
    - F The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
    - G Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.

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## 1. Local Exchange Service Regulations (cont'd)

## 1.10 Discontinuance of Service (cont'd)

#### 1.10.2 Discontinuance of Service by Customer

- A If a Customer cancels a services order after seventy-two hours (72) have passed after service has been ordered, or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in section 1.7), Customer agrees to pay the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 1.9.6 all costs, fees, and expenses incurred in connection with:
  - (i) all non-recurring charges reasonably expended by Company to establish service to Customer, plus;
  - (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
  - (iii) all recurring charges specified in the applicable service order tariff for the balance of the then current term.

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1. Local Exchange Service Regulations (cont'd)

## 1.11 Restoral of Service

A When Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

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#### 1. Local Exchange Service Regulations (cont'd)

#### 1.12 Transfers and Assignments

A Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties, upon the approval, with an appropriate application with the PUCO, (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

#### 1.13 Notices and Communications

- A The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.
- All notices or other written communications required to given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.

As Approved in Case No. 01-523-TP-ACE

Issue Date: March 2, 2001

#### 1. <u>Local Exchange Service Regulations</u> (cont'd)

D The Company or Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notices set forth herein.

#### 1.14 Promotional Offers

A The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made and shall be conducted in accordance with the provisions of state rules and regulations. The only limitation upon a promotional offering shall be that the waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per customer basis. All promotions will be added to the tariff as an addendum to the price list.

#### 1.15 Individual Case Basis (ICB) Arrangements

A Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer's in writing and on a non-discriminatory basis, and will be filed with the Commission for approval.

#### 1.16 Customer Service

A Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

As Approved in Case No. 01-523-TP-ACE

Effective Date: May 2, 2001

Effective Date: May 2, 2001

## 2 Service Descriptions and Rates

#### General General

- A Access One, Inc.'s local service enables the business Customer to:
  - (i) receive calls from other stations on the public switched telephone network;
  - (ii) place calls to other stations on the public switched telephone network;
  - (iii) access the Company's business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
  - (iv) access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (10XXX).
- B Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.

As Approved in Case No. 01-523-TP-ACE Issue Date: March 2, 2001

## 2. <u>Services Description and Rates</u> (cont'd)

#### 2.1 Serving Areas

#### 2.1.1 Counties

A The Company will serve these counties within the territory served by Ameritech. This tariff is effective only in those areas where a Commission approved interconnection agreement exists.

Adams Highland **Portage** Athens Hocking Preble Belmont Jackson Ross Brown Jefferson Sandusky Butler Scioto Lake Seneca Carroll Lawrence Champaign Licking Shelby Clark Lorain Stark Clinton Lucas Summit Trumbull Columbiana Madison Coshocton Mahoning Tuscarawas Medina Union Cuyahoga Vinton Delaware Meigs Erie Miami Warren Fairfield Monroe Washington Fayette Montgomery Wayne Wood Franklin Morgan Gallia Muskingum Wyandot Geauga Noble Greene Ottawa Guernsey Реггу

**Pickaway** 

Pike

As Approved in Case No. 01-523-TP-ACE

Hancock

Harrison

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#### 2. Services Description and Rates (cont'd)

#### 2.1 Serving Areas

#### 2.1.2 Exchange Service Areas

Exchange Services are provided in limited geographic areas. Exchange Services are provided at the following locations and in the following areas:

#### EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Aberdeen

Aberdeen

Ripley

Akron

Akron

Atwater

Greensburg

Hartville

Kent

Manchester Mogadore North Canton Uniontown Ravenna Rootstown

Alliance

Alliance

Atwater Canton Marlboro Sebring

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## 2. <u>Services Description and Rates</u> (cont'd)

#### 2.1.2 Exchange Service Areas (cont'd)

#### EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Alton Columbus Met. Area

London

Arabia Arabia

Guyan Ironton Walnut

Atwater Akron

Atwater Alliance Kent Marlboro Ravenna Rootstown

Barnesville Barnesville

Beallsville Bethesda Somerton

Beallsville Beallsville

Barnesville Bethesda Clarington Somerton Woodsfield

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#### 2. Services Description and Rates (cont'd)

# 2.1.2 Exchange Service Areas (cont'd)

**EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA** 

Beavercreek Dayton Met. Area

Donnelsville

Enon Jamestown Medway New Carlisle Spring Valley

Xenia

Bedford Cleveland Met. Area

Chesterland

Belfast Belfast

Hillsboro **Marshall** 

Sugar Tree Ridge

Bellaire

Bellbrook Dayton Met. Area

Donnelsville

Enon Medway New Carlisle Spring Valley Xenia

Belpre Belpre

Marietta

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## 2. <u>Services Description and Rates</u> (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA

EXCHANGE AREAS IN LOCAL SERVICE AREA

Berea Cleveland Met. Area

Chesterland

Bethesda Bethesda

Barnesville Beallsville Somerton

Bloomingburg Bloomingburg

Jeffersonville New Holland

Sedalia

Washington Ct. House

Bloomingville Bloomingville

Castalia Sandusky

Bowersville Bowersville

Jamestown Milledgeville

Xenia

Brecksville Cleveland Met. Area

Chesterland

Burton Burton

Chagrin Falls Cleveland Terrace

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## 2. <u>Services Description and Rates</u> (cont'd)

# 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Canal Fulton Canal Fulton

Akron Canton Manchester Massillon North Canton

Canal Winchester Columbia Met. Area

Carroll Lancaster

Canfield Canfield

North Jackson North Lima Salem

Youngstown

Canton Canton

Alliance Canal Fulton Hartville Louisville Magnolia Waynesburg Marlboro Massillon Navarre

North Canton

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#### 2. <u>Services Description and Rates</u> (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA

EXCHANGE AREAS IN LOCAL SERVICE AREA

Carroll Carroll

Bloomingville Sandusky

Cedarville Cedarville

Jamestown
Pitchin
South Solon
South Charleston

Yellow Springs - Clifton

Xenia

Centerville Dayton Met. Area

Donnelsville

Enon Medway Franklin New Carlisle Spring Valley

Chagrin Falls Burton

Cleveland Met. Area

Chesterland

Cheshire Cheshire

Gallipolis Vinton

Chesterland Chesterland

Cleveland Met. Area

Kirtland

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## 2. <u>Services Description and Rates</u> (cont'd)

# 2.1.2 Exchange Service Areas (cont'd)

#### EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Christiansburg Christiansburg

Fletcher- Lena New Carlisle North Hampton

Clarington Clarington

Beallsville Duffy Woodsfield

Cleveland Burton

Cleveland Met. Area

Chesterland Leroy

Columbiana Columbiana

East Palestine

Lisbon Leetonia

New Waterford North Lima Rogers Salem

Youngstown

Columbus Carroll

Columbus Met. Area

London

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## 2. <u>Services Description and Rates</u> (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA

EXCHANGE AREAS IN LOCAL SERVICE AREA

Conesville Conesville

Coshocton Dresden

West LaFayette

Corning Corning

New Lexington

Shawnee

Coshocton Coshocton

Conesville

West LaFayette

Dalton Dalton

Massillon

Danville

Danville

Hillsboro

Sugar Tree Ridge

Dayton

Dayton Met. Area

Donnelsville

Enon
Franklin
Jamestown
Medway
Middletown
New Carlisle
Spring Valley

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#### 2. <u>Services Description and Rates</u> (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

#### EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

**Dayton** 

Yellow Springs-Clifton

Xenia

Donnelsville

Donnelsville

Dayton Met. Area

Enon Medway New Carlisle North Hampton Springfield

Dresden

Dresden Conesville Zanesville

**Dublin** 

Columbus Met. Area

**Duffy** 

Duffy Clarington Graysville New Matamoras Woodsfield

East Liverpool

East Liverpool

Lisbon Rogers Salineville Wellsville

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#### 2. <u>Services Description and Rates</u> (cont'd)

# 2.1.2 Exchange Service Areas (cont'd)

#### EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

East Palestine East Palestine

Columbiana Lisbon

New Waterford

Rogers Salem

Youngstown

Enon Enon

Dayton Met. Area

Donnelsville Springfield

Yellow Springs-Clifton

Fairborn Dayton Met. Area

Donneslville

Enon Medway New Carlisle Spring Valley

Yellow Springs-Clifton

Findlay Findlay

Fletcher - Lena Fletcher - Lena

Christiansburg

Piqua

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## 2. <u>Services Description and Rates</u> (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

#### EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Fostoria

Fostoria

New Riegal

Franklin

Dayton Franklin

Miamisburg-West

Carrollton Middletown

Fremont

Fremont Lindsey

Fultonham

Fultonham

New Lexington

Roseville Somerset Zanesville

Gahanna

Columbus Met. Area

**Gallipolis** 

Gallipolis Cheshire Guyan Rio Grande Vinton Walnut

Gates Mills

Cleveland Met. Area

Chesterland Kirtland Mentor

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## 2. <u>Services Description and Rates (cont'd)</u>

## 2.1.2 Exchange Service Areas (cont'd)

# EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Girard

Girard

Hubbard Niles

Youngstown

Glenford

Glenford

New Lexington

Somerset Thornville

Gnadenhutten

Gnadenhutten

Newcomerstown

Uhrichsville

Graysville

Graysville

Duffy

Lewisville

**New Matamoras** 

Woodsfield

Greensburg

Greensburg

Akron

Manchester North Canton

Uniontown

Grove City

Columbus Met. Area

Groveport

Columbus Met.

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#### 2. <u>Services Description and Rates</u> (cont'd)

# 2.1.2 Exchange Service Areas (cont'd)

# EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Guyan Guyan

Arabia Gallipolis Walnut

Harrisburg

Columbus Met. Area

London

Hartville

Hartville
Akron
Canton
Louisville
Marlboro
North Canton
Uniontown

Hillcrest

Cleveland Met. Area

Chesterland Kirtland

Hilliard

Columbus Met. Area

Hillsboro

Hillsboro Belfast Danville Marshall Rainsboro

Sugar Tree Ridge

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2. <u>Services Description and Rates</u> (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Holland

Toledo Met. Area

Hubbard

Hubbard Girard Lowellville Youngstown Sharon

Independence

Cleveland Met. Area

Chesterland

Ironton

Ironton Arabia

Jamestown

Jamestown Beavercreek Bowersville Cedarville Dayton Jeffersonville

Milledgeville South Solon

Xenia

Jeffersonville

Jeffersonville Bloomingburg Jamestown Milledgeville

Sedalia South Solon

Washington Ct. House

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# 2. <u>Services Description and Rates</u> (cont'd)

# 2.1.2 Exchange Service Areas (cont'd)

## EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Kent Kent

Akron Atwater Mantua Mogadore Ravenna Rootstown

Kirtland Kirtland

Chesterland
Gates Mills
Hillcrest
Mentor
Painesville
Terrace
Wickliffe
Willoughby

Lancaster

Lancaster

Canal Winchester

Carroll Rushville Sugar Grove

Leetonia

Leetonia Lisbon Columbiana Salem

Youngstown

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## 2. <u>Services Description and Rates</u> (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

## EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Leroy Leroy

Cleveland Mentor Painesville Willoughby

Lewisville Lewisville

Graysville Woodsfield

Lindsey Lindsey

Fremont

Lisbon Lisbon

Columbiana
East Liverpool
East Palestine
Leetonia
Rogers
Salem
Salineville
Wellsville
New Waterford

new waterion

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Lockbourne

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Columbus Met. Area

## 2. Services Description and Rates (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

# EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

London London

Alton Columbus Harrisburg Sedalia

South Charleston South Solon South Vienna West Jefferson

Louisville Louisville

Canton Hartville North Canton

Lowellville Lowellville

Hubbard North Lima Youngstown

Magnolia-Waynesburg Magnolia-Waynesburg

Canton

Manchester Manchester

Akron

Canal Fulton Greensburg

Mantua Mantua

Kent

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## 2. Services Description and Rates (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

## EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Ravenna

Marietta

Marietta Newport Belpre

New Matamoras

Marlboro

Marlboro Alliance Atwater Canton Hartville Rootstown

Marshall

Marshall Belfast Hillsboro Rainsboro

Martins Ferry- Bridgeport

Massillon

Massillon
Canal Fulton
Canton
Daiton
Navarre
North Canton

Maumee

Toledo Met. Area

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## 2. <u>Services Description and Rates</u> (cont'd)

# 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Medway

Medway

Dayton Met. Area

Donnelsville New Carlisle Springfield Mentor

Mentor

Gates Mills
Kirtland
Leroy
Painesville
Wickliffe
Willoughby

Miamisburg-West

Dayton Met. Area

Donnelsville

Enon
Franklin
Medway
New Carlisle
Spring Valley

Middletown

Middletown Dayton Franklin Monroe

Trenton

Milledgeville

Milledgeville Bowersville

Jamestown Jeffersonville

Washington Ct. House

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## 2. <u>Services Description and Rates</u> (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

## EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Mingo Junction

Mingo Junction

Steubenville

Mogadore

Mogadore

Akron Kent

Uniontown

Monroe

Monroe

Middletown

Trenton

Montrose

Cleveland Met. Area

Murray City

Murray City Nelsonville

Shawnee

Navarre

Navarre

Canton

Massillon

Nelsonville

Nelsonville

**Murray City** 

Shawnee

New Albany

Columbus Met.

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## 2. <u>Services Description and Rates</u> (cont'd)

# 2.1.2 Exchange Service Areas (cont'd)

## EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

New Carlisle

New Carlisle Christiansburg Dayton Met. Area

Donnelsville Medway

North Hampton Springfield

Newcomerstown

Newcomerstown Gnadenhutten West LaFayette

New Holland

New Holland

Bloomingburg

Washington Ct. House

New Lexington

New Lexington

Corning
Fultonham
Glenford
Roseville
Shawnee
Somerset
Thornville
Zanesville

New Matamoras

New Matamoras

Duffy Graysville Marietta Newport

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## 2. <u>Services Description and Rates</u> (cont'd)

# 2.1.2 Exchange Service Areas (cont'd)

## EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Newport

Newport Marietta

New Matamoras

New Riegel

New Riegel Fostoria Tiffin

New Waterford

New Waterford Columbiana East Palestine Rogers

Rogers Lisbon North Lima Youngstown

**Niles** 

Niles

Girard

North Jackson Youngstown

North Canton

North Canton

Akron

Canal Fulton
Canton
Greensburg
Hartville
Louisville
Massillon
Uniontown

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## 2. Services Description and Rates (cont'd)

# 2.1.2 Exchange Service Areas (cont'd)

# EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

North Hampton North Hampton

Christiansburg Donnelsville New Carlisle Springfield Tremont City

North Jackson

North Jackson

Canfield Niles

Youngstown

North Lima

North Lima Canfield Columbiana Lowellville Youngstown New Waterford

North Royalton

Cleveland Met. Area

Chesterland

Norwich

Norwich
Philo
Zanesville

Olmsted Falls

Cleveland Met. Area

Chesterland

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## 2. Services Description and Rates (cont'd)

### 2.1.2 Exchange Service Areas (cont'd)

## EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Painesville Painesville

Kirtland Leroy Mentor

Willoughby

Perrysburg Toledo Met. Area

Philo Philo

Norwich Roseville Zanesville

Piqua Piqua

Fletcher-Lena

Pitchin Cedarville

South Charleston

Springfield

Yellow Springs-Clifton

Rainsboro Rainsboro

Hillsboro Marshall

Ravenna Akron

Atwater Ravenna Kent Mantua Rootstown

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## 2. <u>Services Description and Rates</u> (cont'd)

# 2.1.2 Exchange Service Areas (cont'd)

## EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Reynoldsburg

Columbus Met. Area

Rio Grande

Rio Grande Gallipolis Vinton Walnut

Ripley

Ripley Aberdeen

Rogers

Rogers Columbiana East Liverpool East Palestine

Lisbon

New Waterford

Rootstown

Rootstown Atwater Kent Marlboro Ravenna Akron

Roseville

Roseville Fultonham New Lexington Philo

Pniio Zanesville

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## 2. Services Description and Rates (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Rushville

Rushville Lancaster Somerset Thornville

St. Clairsville

Bethesda

Salem

Canfield

East Palestine

Salem Columbiana Leetonia Lisbon

Youngstown

Salineville

Salineville

East Liverpool

Lisbon Wellsville

Sandusky

Sandusky Bloomingville

Castalia

Sebring

Sebring Alliance

Sedalia

Sedalia

Bloomingburg
Jeffersonville
London
South Solon

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## 2. <u>Services Description and Rates</u> (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

## EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Sharon

Sharon Hubbard Youngstown

Shawnee

Shawnee Corning Murray City Nelsonville New Lexington

Somerset

Somerset Fultonham Glenford

New Lexington Rushville Thornville

Somerton

Somerton Barnesville Beallsville Bethesda Woodsfield

South Charleston

South Charleston

Cedarville
London
Pitchin
South Solon
South Vienna
Springfield

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## 2. <u>Services Description and Rates</u> (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

# EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

South Solon

South Solon Cedarville Jamestown Jeffersonville London Sedalia

South Charleston

South Vienna

South Vienna

London

South Charleston

Springfield

Springfield

Springfield

Donnelsville

Enon Medway New Carlisle North Hampton

Pitchin

South Charleston South Vienna Tremont City

Yellow Springs-Clifton

Spring Valley

Spring Valley

Dayton Met. Area

Xenia

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## 2. <u>Services Description and Rates</u> (cont'd)

# 2.1.2 Exchange Service Areas (cont'd)

# EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Steubenville

Steubenville

Mingo Junction

Toronto

Strongsville

Cleveland Met. Area

Chesterland

Sugar Grove

Sugar Grove

Lancaster

Sugar Tree Ridge

Sugar Tree Ridge

Belfast Danville Hillsboro Winchester

Terrace

Cleveland Met. Area

Burton Chesterland Kirtland

Thornville

Thornville Glenford

New Lexington

Rushville Somerset

Tiffin

Tiffin

New Riegel

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## 2. <u>Services Description and Rates</u> (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

# EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Toledo

Toledo Met. Area

**Toronto** 

Toronto Steubenville Wellsville

Tremont City

Tremont City North Hampton Springfield

Trenton

Trenton Middletown Monroe

Trinity

Cleveland Met. Area

Chesterland

Uhrichsville

Uhrichsville Gnadenhutten

Uniontown

Uniontown Akron Greensburg Mogadore Hartville North Canton

Upper Sandusky

Upper Sandusky

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#### 2. Services Description and Rates (cont'd)

# 2.1.2 Exchange Service Areas (cont'd)

## EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Vandalia

Dayton Met. Area

Donnelsville

Enon Medway New Carlisle Spring Valley

Victory

Cleveland Met. Area

Chesterland

Vinton

Vinton Cheshire **Gallipolis** Rio Grande

Walnut

Walnut Arabia **Gallipolis** Guyan Rio Grande

Washington Ct. House

Washington Ct. House

Bloomingburg Jeffersonville Milledgeville New Holland

Wellsville

Wellsville

East Liverpool

Lisbon Salineville Toronto

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## 2. <u>Services Description and Rates</u> (cont'd)

# 2.1.2 Exchange Service Areas (cont'd)

## EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Westerville

Columbus Met. Area

West Jefferson

Columbus Met.

London

West LaFayette

West LaFayette

Conesville Coshocton

Newcomerstown

Whitehouse

Toledo Met.

Wickliffe

Cleveland Met. Area

Chesterland Kirtland Mentor

Willoughby

Cleveland Met. Area

Chesterland Kirtland Leroy Mentor Painesville

Winchester

Winchester

Sugar Tree Ridge

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## 2. <u>Services Description and Rates</u> (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

## EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Woodsfield Woodsfield

Beallsville Clarington Duffy Graysville Lewisville Somerton

Woodsfield Woodsfield

Beallsville Clarington Duffy Graysville Lewisville Somerton

Worthington Columbus Met. Area

Xenia Xenia

Beavercreek Bellbrook Bowersville Cedarville Jamestown Spring Valley

Yellow Spring-Clifton

Dayton

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# 2. <u>Services Description and Rates</u> (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA

EXCHANGE AREAS IN LOCAL SERVICE AREA

Yellow Springs-Clifton

Yellow Springs-Clifton

Cedarville
Enon
Fairborn
Pitchin
Xenia
Springfield
Dayton

Zanesville

Zanesville Dresden Fultonham Norwich Philo Roseville

New Lexington

As Approved in Case No. 01-523-TP-ACE

Issue Date: March 2, 2001

Effective Date: May 2, 2001

- 2. <u>Services Description and Rates</u> (cont'd)
- 2.1.4 Calling Areas
  - A) Metropolitan Areas
    - 1) The exchange areas included in the Cleveland Metropolitan Area are as follows:

Cleveland North Royalton Olmstead Falls Bedford Berea Strongsville Brecksville Тегтасе Chagrin Falls **Trinity** Gates Mills Victory Hillcrest Wickliffe Independence Willoughby Montrose

2) The exchange areas included in the Columbus Metropolitan Area are as follows:

Columbus Hilliard
Alton Lockbourne
Canal Winchester New Albany
Dublin Reynoldsburg
Gahanna Westerville
Grove City West Jefferson
Groveport Worthington
Harrisburg

As Approved in Case No. 01-523-TP-ACE

Issue Date: March 2, 2001 Effective Date: May 2, 2001

- 2. <u>Services Description and Rates</u> (cont'd)
- 2.1.4 Calling Areas
  - A) Metropolitan Areas (cont'd)
    - 3) The exchange areas included in the Dayton Metropolitan Area are as follows:

Dayton

Fairborn

Beavercreek

Miamisburg-West Carrollton

Bellbrook

Vandalia

Centerville

4) The exchange areas included in the Toledo Metropolitan Area are as follows:

Toledo

Holland

Maumee

Perrysburg

Whitehouse

As Approved in Case No. 01-523-TP-ACE

Issue Date: March 2, 2001

Effective Date: May 2, 2001

## 2 <u>Service Descriptions and Rates (cont'd)</u>

## 2.2 Feature Descriptions

A The Company's local exchange services have a variety of available features that let the Customer design a service tailored to meet their needs. Below are feature descriptions.

#### Caller ID with Number

Allows for the automatic delivery of a calling party's number to the called customer. The telephone number is displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call waiting tone, but the new incoming call number will not be displayed.

#### Caller ID with Name and Number

Allows for the automatic delivery of a calling party's name and number to the called party. The name and number are displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call-waiting tone, but the new incoming name and number will not be displayed.

### Caller ID Blocking Per Line

Provides default blocking of delivery of the calling customer's telephone number. Blocking can be deactivated by the customer by dialing an access code before each call. When the customer hangs up, the default blocking is reinstated.

### Caller ID Blocking Per Call

Provides blocking of delivery of the calling customer's telephone number on a per call basis. Blocking can be activated by the customer dialing an access code before each call.

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Effective Date: May 2, 2001

## 2 Service Descriptions and Rates (cont'd)

## 2.2 Feature Descriptions (cont'd)

#### Call Forward

This optional feature allows all calls directed to a telephone number to be routed to a user defined telephone number. The user can activate/deactivate Call Forward and define a telephone number where all calls will be forwarded. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number.

### Call Forward Busy Line

This optional feature forwards calls to a busy station to a predetermined number. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number. The user is charged any applicable usage charges for the forwarded call.

#### Call Forward Don't Answer

Allows users to re-route a call to a predetermined station in the event that the call is not answered within a customer-specified number of rings. Users are charged for any applicable usage charges on the forwarded call.

#### Call Pick Up

This optional feature allows a call to be answered from a different line by dialing a code. All lines in the group must be equipped with this feature. The Customer can have an unlimited number of lines in a Call Pick Up group.

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## 2 Service Descriptions and Rates (cont'd)

### 2.2 Feature Descriptions (cont'd)

#### Call Transfer

This optional feature allows the user to transfer any established call to another telephone number (inside or outside of the system) without the assistance of an attendant.

## Call Waiting

This optional feature provides a tone to notify a Customer on an existing call that a second call is waiting.

#### Consultation Hold

This temporary hold feature is inherent in Call Transfer and Three Way Calling. It is activated by depressing the switch hook.

#### Direct Connect Hotline

This optional feature allows a Customer to automatically dial a designated number whenever the originating telephone goes off hook. This feature is assigned to a phone which is used only for this purpose.

#### Hunting

This standard feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Typically this feature is used with the customer's main telephone number and several subtending lines so that the customer can receive calls on several lines, although all calls are placed to the same number. Hunting will not work with Call Forward Busy and Don't Answer.

### Speed Dial

This optional feature allows a Customer to designate up to six numbers to be called by dialing a code.

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Effective Date: May 2, 2001

## 2 Service Descriptions and Rates (cont'd)

## 2.2 Feature Descriptions (cont'd)

### Speed Dial, Expanded

This optional feature allows Customer to designate up to thirty numbers to be called by dialing a code.

### Speed Dial, Group

Allows up to five lines on a Customer's system to share a Speed Dial list. This can be either a six number or expanded speed dial list.

### Three Way Calling

Allows a user to add a third party to an existing conversation without expensive conferencing equipment. This feature also allows a user to place a call on hold in order to make a consultation call on the same line. When the consultation call is completed the user hangs-up or depresses the flash key on the telephone and is reconnected to the original conversation.

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# 2 Service Description and Rates (cont'd)

### 2.3 Resold Centrex Service

A The Company's resold Centrex service allows customers access to a feature rich product traditionally available only to large users. There is also the option of combining products on a single bill, and a choice of term plans. There is a monthly recurring charge, as well as a usage based charge.

### 2.3.1 Line Rates

	Monthly Recurring Charge		Per Call Charge	
Term Plan	Min.	Max.	Min.	Max.
Month to Month	\$18.00	\$70.00	\$.05	\$.20
One Year	\$15.00	\$62.50	\$.05	\$.20
Two Year	\$13.00	\$60.50	\$.05	\$.20
Three Year	\$12.95	\$59.90	\$.05	\$.20

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Effective Date: May 2, 2001

Effective Date: May 2, 2001

- 2. <u>Service Description and Rates</u> (cont'd)
  - 2.3 Resold Centrex Service (cont'd)
  - 2.3.2 Number Retention Charge (Reserved for Future Use)
  - 2.3.3 Number Release Charge (Reserved for Future Use)

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## 2. Service Description and Rates (cont'd)

### 2.3 Resold Centrex Service (cont'd)

### 2.3.4 Feature Package

The feature package allows the customer to select any combination or all of the following features for a single monthly recurring charge, rather than subscribing to these features separately:

Call Pick Up Call Transfer Call Forward - Variable

Three Way Conference Calling

Call Hold

Call Waiting

Speed Dial

2.3.4.1 <u>Rates</u>

	Min.	Max.
Non Recurring Charge	\$1.00	\$20.00
Monthly Recurring Charge	\$3.00	\$11.00

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Access One, Inc.

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- 2 <u>Service Description and Rates</u> (cont'd)
  - 2.4 Resold Business Line Service
  - A Resold Business Line service offers the Customer a choice of billing options, and a host of optional features. Term plans are also available.

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## 2 Service Description and Rates (cont'd)

## 2.4 Resold Business Line Service

### 2.4.2 Rates

Billing Option 1 - Customers receive a lower monthly recurring line charge in exchange for a term plan.

	Monthly Recu	Monthly Recurring Charge		Per Call Charge	
Term Plan	Min.	Max.	Min.	Max.	
Month to Month	\$25.00	\$75.00	\$.05	\$.24	
One Year	\$21.00	\$63.00	\$.05	\$.24	
Two Year	\$18.00	\$54.00	\$.05	\$.24	
Three Year	\$16.00	\$48.00	\$.05	\$.24	

Billing Option 2 - Customers receive a lower incremental charge in exchange for a term plan.

	Monthly Recu	Monthly Recurring Charge		Incremental Charge*	
Term Plan	Min.	Max.	Min.	Max.	
Month to Month	\$25.00	\$75.00	\$.016	\$.036	
One Year	\$25.00	\$75.00	\$.014	\$.034	
Two Year	\$25.00	\$75.00	\$.012	\$.032	
Three Year	\$25.00	\$75.00	\$.009	\$.029	

<sup>\*</sup> Billing is in six second increments with an 18 second minimum.

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Service Description and Rates
 2.5 Features
 For feature descriptions, see Section 2.2

	Non Recurring Charge		Monthly Recurring Charge	
	Min.	Max.	Min.	Max.
Call Forward	\$1.00	\$20.00	\$1.00	\$8.00
Call Forward Busy Line	\$1.00	\$20.00	\$.50	\$3.00
Call Forward Don't Answer	\$1.00	\$20.00	\$.50	\$3.00
Call Pick Up	\$1.00	\$20.00	\$1.00	\$8.00
Call Pick Up - Group	\$1.00	\$20.00	\$.50	\$3.00
Call Transfer	\$1.00	\$20.00	\$1.00	\$8.00
Call Waiting	\$1.00	\$20.00	\$1.00	\$8.00
Caller ID Name and Number	\$30.00	\$60.00	\$5.00	\$13.00
Caller ID Number	\$30.00	\$60.00	\$5.00	\$13.00
Caller ID Blocking (per line)	\$1.00	\$20.00	\$.50	\$3.00
Caller ID Blocking (per call)	\$.00	\$0.00	\$.00	\$.00
Consultation Hold	\$1.00	\$20.00	\$1.00	\$8.00
Direct Connect Hotline	\$1.00	\$20.00	\$1.00	\$8.00
Speed Dial	\$1.00	\$20.00	\$1.00	\$8.00
Speed Dial, Expanded	\$1.00	\$20.00	\$1.00	\$8.00
Speed Dial, Group	\$1.00	\$20.00	\$8.00	\$19.00*
Three Way Calling	\$1.00	\$20.00	\$1.00	\$8.00

<sup>\*</sup>Monthly Recurring Charge is per group of lines equipped, not per line. A maximum of five

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lines may be equipped with this feature.

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## 2 Service Description and Rates (cont'd)

### 2.6 Service Conversion Fees

A Customers will be assessed a non-recurring fee for converting existing lines to the Company's service.

### 2.6.1 Rates

	Min.	Max.
First Line	\$41.00	\$102.00
Additional Line	\$11.00	\$52.00

### 2.6.2 <u>Service Conversion Waiver</u>

A Customers who opt for a term plan agreement are eligible for 100% waiver of Service Conversion Charges.

### 2.7 <u>Installation Fees</u>

A A non-recurring installation fee will be assessed when a new line is added to a new or existing account.

### 2.7.1 Rates

	Min.	Max.
First Line	\$68.00	\$156.00
Additional Line	\$19.00	\$58.00

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## 2 <u>Service Description and Rates</u> (cont'd)

### 2.8 <u>Directory Listings</u>

### 2.8.1 <u>Description</u>

Directory listing will be provided in accordance with Section 1.6 of this tariff. The following types of listings are available:

- (i) Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;
- (ii) Additional Listings. Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;
- (iii) Non-Published Listings. Nonpublished listing are not printed in directories nor are they available from directory assistance. Nonpublished listings are subject to the provisions set forth in Sections 1.2 and 1.6;
- (iv) Non-Listed Numbers. Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listing are available from directory assistance;
- (v) Foreign Listing. A foreign listing is one which is published in a directory not in the Customer's immediate calling area;
- (vi) Extra Line Listings. Provides additional information after a main or additional listings.
- (vii) Cross Reference Listing. This provides a reference to another listing in the same directory.

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# 2 <u>Service Description and Rates</u> (cont'd)

# 2.8 <u>Directory Listings</u>

## 2.8.2 Rates

	Non-Recurring Charge		Monthly Recurring Charge	
	Min.	Max.	Min.	Max.
Primary Listing	n/c	n/c	n/c	n/c
Additional Listing	\$5.00	\$15.00	\$.95	\$4.00
Non-Published Listing	\$5.00	\$15.00	\$.95	\$4.00
Non-Listed Number	\$5.00	\$15.00	\$.95	\$4.00
Foreign Listing	\$5.00	\$15.00	\$.95	\$4.00
Extra Line Listing	\$5.00	\$15.00	\$.95	\$4.00
Cross Reference Listing	\$5.00	\$15.00	\$.95	\$4.00

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## 2 <u>Service Description and Rates</u> (cont'd)

### 2.9 Directory Assistance

- A The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A monthly allowance of one call to Directory Assistance per account is allowed at no charge. A maximum of two number requests per call will be allowed.
- B The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.

### 2.9.1 Rates

For all calls to directory assistance beyond the monthly allowance specified above, the following charge will apply per call:

Min. Max. \$.20 \$1.00

For all requests for Directory Assistance Call Completion, the following additional charge will apply:

Min. Max. \$.20 \$.40

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- 2 Service Description and Rates (cont'd)
  - 2.9 Directory Assistance
  - 2.9.2 <u>Directory Assistance Credits</u>
  - A Credit will be given for calls to Directory Assistance as follows:
  - (i) The Customer experiences poor transmission or is cut-off during the call; or
    - (ii) The Customer is given the incorrect telephone number.
  - B To obtain credit, the Customer must contact its Customer Service representative.

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# 2 Service Description and Rates (cont'd) 2.10 Operator Services 2.10.1 General

- A The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:
  - (i) Third Party Billing. Provides the Customer with the ability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator;
  - (ii) Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator;
  - (iii) Calling Cards. Provides the Customer with the capability of placing a call using a credit card of an interexchange carrier with or without the assistance of an operator;
  - (iv) Person to Person. Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party;
  - (v) Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

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#### 2 Service Description and Rates (cont'd)

#### 2.10 Operator Services

A. Rates		
	Min.	Max.
Automated Calling Card Station to Station	\$.10	\$1.00
Customer Dialed - Operator Assisted	\$.25	\$1.70
Calling Card - Station-to-Station	\$.25	<b>\$</b> 1.70
Operator Handled - Collect Calls	\$1.00	\$2.50
Operator Handled - Station-to-Station	\$.25	\$2.50
Operator Handled - Person-to-Person	\$1.00	\$4.80
Operator Handled - Third Number Billed	\$.50	\$2.50

#### 2.11 IntraLATA Presubscription

#### 2.11.1 General

A IntraLATA presubscription is a procedure whereby a subscriber designates to the Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA carrier on a per call basis.

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### 2 Service Description and Rates (cont'd)

#### 2.11 <u>IntraLATA Presubscription</u>

#### 2.11.2 IntraLATA Presubscription Offering

Option A: Subscriber may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription;

Option B: Subscriber may select his/her interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;

Option C: Subscriber may select a carrier other than the Company for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;

Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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#### 2 Service Description and Rates (cont'd)

#### 2.11 IntraLATA Presubscription (cont'd)

#### 2.11.3 Rules and Regulations

- Α Subscribers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.
- В Subscribers of record or new subscribers may select either Options A, B, C or D for intraLATA presubscription.
- $\mathbf{C}$ Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph 2.11.5 below.

#### 2.11.4 Procedures

Α New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Company. The Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

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> Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6th Floor

Effective Date: May 2, 2001

- 2 Service Description and Rates (cont'd)
  - 2.11 <u>IntraLATA Presubscription (cont'd)</u>

#### 2.11.4 Procedures

If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, the Company will read a random listing of all available intraLATA carrier to aid the subscriber in selection. If selection is still not possible, the Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Company of an intraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Company of his/her choice for intraLATA toll carrier, the subscriber will not have a presubscribed intraLATA toll carrier(s), but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Company of a choice for intraLATA toll presubscription within the 90 day period will not be assessed a service charge for the initial subscriber request.

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### 2 Service Description and Rates (cont'd)

#### 2.11 <u>IntraLATA Presubscription</u> (cont'd)

#### 2.11.4 IntraLATA Presubscription Procedures (cont'd)

Subscribers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in 2.11.5 below. If a customer of record inquires of the Company of the carriers available for intraLATA toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection.

### 2.11.5 IntraLATA and InterLATA Presubscription Charges

#### A Application of Charges

After a subscriber's initial selection for a presubscribed intraLATA toll carrier and as detailed in paragraph 2.11.4 above, or for any initial selection of a presubscribed IntraLATA carrier, for any change thereafter, a Presubscription Change Charge, as set forth in Paragraph 2.11.5 B will apply.

### B Non Recurring Charges

### (1) IntraLATA or InterLATA Presubscription Change Charge

	Min.	Max.
Change in primary IntraLATA / interLATA carrier	\$5.00	\$15.00
Change in additional line IntraLATA / interLATA carrier	\$1.00	\$10.00

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#### 2 Service Description and Rates (cont'd)

#### 2.12 Reserved for Future Use

#### 2.13 Insufficient Fund Charge

A As detailed in Section 1.9.5 of this Tariff, an insufficient fund charge will apply under certain circumstances.

Min. Max. \$10.00 \$30.00

#### 2.14 Toll Disconnection

A Please see section 1.10 for regulations pertaining to disconnection.

#### 2.14.1 <u>DePICing</u>

Min. Max. \$0.01 \$5.00

#### 2.15 Carrier to Carrier Rates

As a LEC that provides local service through its own facilities or in combination

with its own facilities, all of the company's resale service offerings, with the exception of services not available for resale pursuant to Section IX.C. of the local competition guidelines, are available for resale to any other LEC on a non-discriminatory basis, at the retail rates set forth herein.

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- 2 Service Description and Rates (cont'd)
  - 2.16 Proposed Service Area

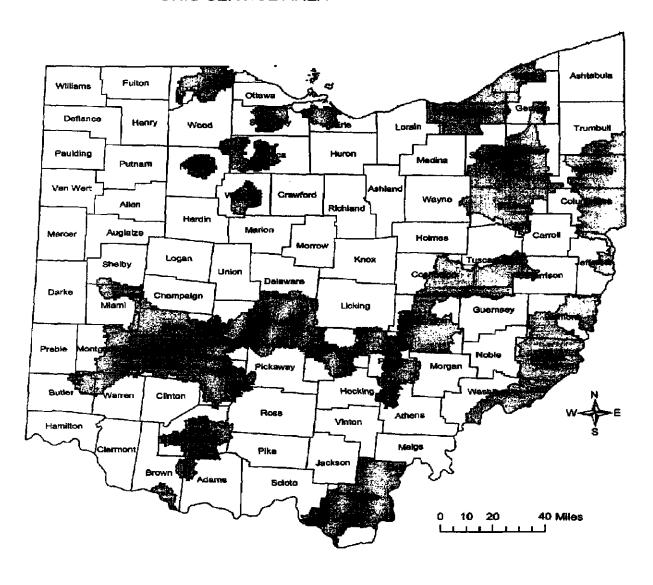
As Approved in Case No. 01-523-TP-ACE

Mark Jozwiak, Executive Vice-President 125 N. Halsted Street, 4th Floor Chicago, Illinois 60661

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#### **OHIO SERVICE AREA**



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Mark Jozwiak, Executive Vice-President 125 N. Halsted Street, 4th Floor Chicago, Illinois 60661

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### 3. Local Exchange Service Price List

#### 3.1 Resold Centrex Service

Without a Company long distance calling plan:

	Monthly Recurring Charge		Per Call Charge	
Term Plan				
Month to Month	\$39.00	<b>(I)</b>	\$.08	
One Year	\$35.25	<b>(I)</b>	\$.08	
Two Year	\$34.25	<b>(I)</b>	\$.08	
Three Year	\$33.95	<b>(I)</b>	\$.08	

With a Company long distance calling plan:

	<b>Monthly Recurring Charge</b>		Per Call Charge	
Term Plan				
Month to Month	\$32.00	<b>(I)</b>	\$.08	
One Year	\$28.25	<b>(I)</b>	\$.08	
Two Year	\$27.25	<b>(I)</b>	\$.08	
Three Year	\$26.95	<b>(I)</b>	\$.08	

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### 3 Local Exchange Service Price List (cont'd)

### 3.1 Resold Centrex Service (cont'd)

3.1.1 <u>Features</u>
For descriptions of features, see Section 2.2 of this tariff.

	Non-Recurring Charge	Monthly Recurring Charge
Call Forward	\$10.00	\$2.79
Call Forward Busy Line	\$2.00	\$1.50
Call Forward Don't Answer	\$2.00	\$1.50
Call Pick Up	\$10.00	\$2.79
Call Pick Up - Group	\$10.00	\$1.00
Call Transfer	\$10.00	\$2.79
Call Waiting	\$10.00	\$2.79
Caller ID Number	\$42.00	\$6.50
Caller ID Blocking (per call)	N/A	N/c
Caller ID Blocking (per line)	\$10.00*	N/c
Consultation Hold	\$10.00	\$2.79
Direct Connect Hotline	\$10.00	\$5.50
Speed Dial	\$10.00	\$2.79
Speed Dial, Expanded	\$10.00	\$3.79
Speed Dial, Group	\$10.00	\$9.75
Three Way Calling	\$10.00	\$2.79
*No charge for non-published customers	ł	

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### 3 <u>Local Exchange Service Price List</u> (cont'd)

#### 3.2 Resold Business Line Service

Billing Option 1
Without a Company Long Distance Plan:

	<b>Monthly Recurring Charge</b>		Per Call Charge	
Term Plan				
Month to Month	\$44.00	<b>(I)</b>	\$.08	
One Year	\$40.00	<b>(I)</b>	\$.08	
Two Year	\$37.00	<b>(I)</b>	\$.08	
Three Year	\$35.00	<b>(I)</b>	\$.08	

With a Company Long Distance Calling Plan:

	Monthly Recurring Charge		Per Call Charge	
Term Plan				
Month to Month	\$37.00	<b>(I)</b>	\$.08	
One Year	\$33.00	<b>(I)</b>	\$.08	
Two Year	\$30.00	<b>(I)</b>	\$.08	
Three Year	\$28.00	<b>(I)</b>	\$.08	

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### 3 Local Exchange Service Price List (cont'd)

### 3.2 Resold Business Line Service

Billing Option 2

Without a Company Long Distance Calling Plan:

	Monthly Recurring Charge		Incremental Charge*	
Term Plan				
Month to Month	\$40.00	<b>(I)</b>	\$.026	
One Year	\$40.00	<b>(I)</b>	\$.024	
Two Year	\$40.00	<b>(1)</b>	\$.022	
Three Year	\$40.00	<b>(I)</b>	\$.019	

With a Company Long Distance Calling Plan:

Monthly Recurring Charge		Incremental Charge*	
Term Plan			
Month to Month	\$33.00	<b>(I)</b>	\$.026
One Year	\$33.00	<b>(I)</b>	\$.024
Two Year	\$33.00	<b>(I)</b>	\$.022
Three Year	\$33.00	<b>(I)</b>	\$.019

<sup>\*</sup> Billing is in six second increments with a 18 second minimum.

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### 3 Local Exchange Service Price List (cont'd)

### 3.2 Resold Business Line Service (cont'd)

#### 3.2.1 Features

For feature descriptions, see section 2.2 of this tariff.

	Non-Recurring Charge	Monthly Recurring Charge
Call Forward	\$10.00	\$4.00
Call Forward Busy Line	\$2.00	\$0.75
Call Forward Don't Answer	\$2.00	\$0.75
Call Waiting	\$10.00	\$4.00
Caller ID Name and Number	\$42.00	\$9.00
Caller ID Blocking (per call)	N/c	N/c
Caller ID Blocking (per line)	\$10.00*	N/c
Direct Connect Hotline	\$10.00	\$1.50
Speed Dial	\$10.00	\$4.00
Speed Dial, Expanded	\$10.00	\$4.00
Three Way Calling	\$10.00	\$4.00
*No charge for non-published customer	s	

\*No charge for non-published customers

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### 3 <u>Local Exchange Service Price List</u> (cont'd)

### 3.3 <u>Service Conversion Fees</u>

First Line \$51.00 Additional Line \$21.00

### 3.4 <u>Installation Fees</u>

First Line \$78.00 Additional Line \$29.00

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### 3 <u>Local Exchange Service Price List</u> (cont'd)

#### 3.5 <u>Directory Listings</u>

	Non-Recurring Charge	Monthly Recurring Charge
Primary Listing	n/c	n/c
Additional Listing	\$10.00	\$1.95
Non-Published Listing	\$10.00	\$1.95
Non-Listed Number	\$10.00	\$1.95
Foreign Listing	\$10.00	\$1.95
Extra Line Listing	\$10.00	\$1.95
Cross Reference Listing	\$10.00	\$1.95

### 3.6 <u>Directory Assistance</u>

A For all calls to local directory assistance beyond the monthly allowance of one call per month, the following charge will apply per call:

\$.30 per call

B For all requests for local Directory Assistance Call Completion, the following additional charge will apply:

\$.30 per request

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\$ 5.00 \$ 1.50

### 3 <u>Local Exchange Service Price List</u> (cont'd)

#### 3.7 Operator Services

Automated Calling Card Station to Station	\$.50
Customer Dialed - Operator Assisted-	\$1.25
Calling Card - Station-to-Station	\$1.25
Operator Handled - Station-to-Station	\$1.10
Operator Handled - Person-to-Person	\$3.00
Operator Handled - Third Number Billed	\$1.50
Operator Handled - Collect Calls	\$1.50
Presubscription	

3.9	Insufficient Fund Charge	\$15.00

Change in carrier, each add'l line, non-recurring

Change in carrier, first line, non-recurring

### 3.10 <u>DePICing</u> charge currently waived

## 3.11 <u>E-911</u> \$0.12 per month Ameritech pass through

#### 3.12 Carrier to Carrier Rates

As a LEC that provides local service through its own facilities or in combination

with its own facilities, all of the company's resale service offerings, with the exception of services not available for resale pursuant to Section IX.C. of the local competition guidelines, are available for resale to any other LEC on a non-discriminatory basis, at the retail rates set forth herein.

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### 4. <u>Toll Service Regulations</u>

#### 4.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company for interexchange telecommunications between points within the State of Ohio. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis in all 88 counties. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 4.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 4.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

As Approved in Case No. 01-523-TP-ACE

Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6th Floor

Chicago, Illinois 60607

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#### 4. Toll Service Regulations (cont'd)

4.1.3 The Company reserves the right to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

#### 4.2 Use of Services

- 4.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 4.2.
- 4.2.2 The use of the Company's services 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.
- 4.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 4.2.4 The Company's services are available for use 24 hours per day, 7 days per week.
- 4.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 4.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.

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#### 4. <u>Toll Service Regulations</u> (cont'd)

4.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.

4.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

#### 4.3 Liability of the Company

- 4.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 4.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 4.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 4.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance

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call for the period during which the call was affected. No other liability in any event shall attach to the Company.

#### 4. Toll Service Regulations (cont'd)

- 4.3.5 Unless caused by the Company's negligence, the Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer 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 Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 4.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 4.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 4.3.8 Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it

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is also the court's responsibility to determine the validity of the exculpatory clause.

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### 4. Toll Service Regulations (cont'd)

#### 4.4 Responsibilities of the Customer

- 4.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 4.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 4.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 4.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 4.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 4.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted to network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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#### 4. Toll Service Regulations (cont'd)

- 4.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, by improper use of the services, or by use of equipment provided by Customer.
- 4.4.8 The Customer must pay for the loss through theft of any the Company equipment installed at Customer's premises.
- 4.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 4.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

#### 4.5 Cancellation or Interruption of Services

- 4.5.1 Without incurring liability, upon ten (10) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
  - 4.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
  - 4.5.1.B For violation of any of the provisions of this tariff,

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4. Toll Service Regulations (cont'd)

4.5.1.C

For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

4.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

- 4.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 4.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company 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.
- 4.5.4 The Customer may terminate service upon reasonable notice. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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### 4. <u>Toll Service Regulations</u> (cont'd)

#### 4.6 Credit Allowance

- 4.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 4.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 4.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 4.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 4.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 4.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 4.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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### 4. <u>Toll Service Regulations</u> (cont'd)

4.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

Credit = A x B
720

"A" - outage time in hours
"B" - monthly charge for affected activity

### 4.7 Deposit

The Company does not require deposits to commence service.

#### 4.8 Payment and Billing

4.8.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

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#### 4. Toll Service Regulations (cont'd)

- 4.8.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 4.8.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company.

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### 4. Toll Service Regulations (cont'd)

#### 4.9 Taxes

The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees or other similar fees (i.e. sales tax, municipal utilities tax) which the end user is directly responsible and 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 Case No. 89-563-TP-COI. The company shall comply with 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.

#### 4.10 <u>Late Charge</u>

A late payment charge of 1.5% 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.

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#### 4. Toll Service Regulations (cont'd)

#### 4.11 Payphone Dial Around Surcharge

A dial around surcharge of \$0.28 per call will be added to any completed INTRAstate toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

### 4.12 <u>Presubscribed Interexchange Carrier Charge</u>

A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills as permitted by the Commission.

### 4.13 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

#### 4.14 <u>Customer Complaints and/or Billing Disputes</u>

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

125 N. Halsted Street, 4th Floor Chicago, Illinois 60661 (800) 804-8333

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#### 4. Toll Service Regulations (cont'd)

#### 4.15 <u>Service Offerings</u>

#### $4.15.1\ 1 + Dialing$

The customer utilizes "1+" dialing, or "101XXXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "101XXXX" followed by "1 + 7 digits" or "1 + 10 digits" for intraLATA calls.

Minimum Rate

Maximum Rate

\$.05 per minute

\$.25 per minute

#### 4.15.2 Travel Cards.

The Customer utilizes an 11 digit "800" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, followed by the ten digit number of the called party.

Minimum Rate

Maximum Rate

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\$.05 per minute

\$.35 per minute

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### 4. Toll Service Regulations (cont'd)

4.15.3 800 Service (Toll free).

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

Minimum Rate	Maximum Rate
\$.05 per minute	\$.35 per minute
\$10.00 per number	\$30.00 per number

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#### 4. Toll Service Regulations (cont'd)

4.15.4 Company Prepaid Calling Cards.

This service permits use of Company Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values. Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's Prepaid Calling Card.

All calls must be charged against a Company Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

A card will expire 12 months from the date of first usage or last recharge. The expiration date will be provided to the Customer at the point of sale. The Company will not refund unused balances.

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#### 4. <u>Toll Service Regulations</u> (cont'd)

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

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Minimum Rate

**Maximum Rate** 

\$.05 per minute

\$.40 per minute

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### 4. <u>Toll Service Regulations</u> (cont'd)

4.15.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

Minimum Rate	Maximum Rate
\$.50	\$1.00

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#### 4. Toll Service Regulations (cont'd)

#### 4.16 <u>Discontinuance of Service</u>

- A In addition to enforcing, on its own behalf, the Company's own billing, credit/deposit and disconnection policies with respect to all regulated telephone services provided by the Company itself, the Company is not precluded from entering into formal contracts with other toll service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers.
- B Unless and until it has entered into a formal contract specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit and disconnection policies of any toll service provider.
- In Case No. 95-790-TP-COI, the Public Utilities Commission of Ohio established a policy under which the procedural and substantive safeguards which are afforded to applicants for local exchange service and to subscribers of local exchange service under Chapter 4901:1-5, O.A.C., as pertains to billing, establishing credit/deposits, and to disconnection, shall also inure to applicants for toll services, regardless of whether such service is provided by a local exchange company or another toll service provider. All practices of the Company, pertaining to either the provision of its own toll service, if any, or as a duly-authorized agent for another toll service provider, shall conform with this policy.

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Access One, Inc.

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### 4. <u>Toll Service Regulations</u> (cont'd)

D When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes:

- (i) must not function as a vehicle by which the (nonpaying) toll subscriber is denied access, through presubscription, to any other toll service provider besides the one whose provision of toll service has precipitated the toll disconnection;
- (ii) must be available from the Company, by tariff, on a nondiscriminatory basis to all toll service providers; and
- (iii) may consist of either a depicing mechanism or else a selective toll blocking service.
- Neither purchase of the toll service provider's accounts receivable by the Company, nor a requirement that the Company be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a nondiscriminatory basis to all toll service providers.
- F The following toll disconnection service offerings will be available on a nondiscriminatory basis to all toll service providers in areas where implementation of intraLATA equal access has occurred. This will be the same method that the Company itself utilizes in connection with its own provision, if any, of toll service:
  - (i) DePICing. DePICing is a method whereby a Customer's access to continued 1+ access to a specific toll provider is discontinued. It does not affect Customer's access to other toll provider's services. There will be no charge for this service.

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Mark Jozwiak, Executive Vice-President 820 W. Jackson Boulevard, 6<sup>th</sup> Floor Chicago, Illinois 60607 Access One, Inc.

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## 4. <u>Toll Service Regulations</u> (cont'd)

#### PRICE LIST

1 + Dialing

\$0.149 per minute

**Travel Cards** 

\$0.25 per minute

800 Service

\$0.154 per minute

A monthly service charge of \$20 per number will apply.

## **Prepaid Calling Cards**

\$.30 Per Telecom Unit

**Directory Assistance Charges** 

\$.65 per number requested

Returned Check Charge

\$25.00

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## Exhibit B

Proposed Revised Tariff Pages

Public Utilities Commission of Ohio Tariff No. 3 of Access One, Inc. replaces, in its entirety, Public Utilities Commission of Ohio Tariff No. 1 of Access One, Inc.

#### TITLE SHEET

#### OHIO TELECOMMUNICATIONS TARIFF

Tariff schedule applicable to Telecommunications Services furnished by Access One, Inc. ("Access One"), with principal offices at 820 West Jackson Blvd., 6th Floor, Chicago, Illinois 60607. This tariff applies for services furnished within the State of Ohio and is on file with the Ohio Public Utilities Commission. Copies may be inspected, during normal business hours, at the company's principal place of business.

**ISSUE DATE: March 4, 2008** 

**EFFECTIVE DATE: March 4, 2008** 

#### **CHECK SHEET**

The Sheets of this tariff 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.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	O <del>rigin</del> al
8	Original

\* New or Revised Sheet

ISSUE DATE: March 4, 2008

**EFFECTIVE DATE: March 4, 2008** 

# ORIGINAL SHEET 3 PUBLIC UTILITIES COMMISSION OF OHIO TARIFF NO. 3

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#### TARIFF FORMAT

- A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1. 2.1.1.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)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets 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 this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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## ORIGINAL SHEET 5 PUBLIC UTILITIES COMMISSION OF OHIO TARIFF NO. 3

#### **SYMBOLS**

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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#### **SECTION 1 - GENERAL**

#### 1.1 Undertaking of the Company

This tariff contains the regulations applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Ohio. All terms and conditions herein will comply with Ohio Minimum Telephone Service Standards. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

#### 1.2 Responsibilities and Rights of the Customer

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm.Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm.Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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#### SECTION 1 - GENERAL (CONT'D.)

#### 1.3 <u>Late Charge</u>

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on the undisputed portion of any past due balances. Late payment fees should not include interest on previously charged late payment fees. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.

#### 1.4 Returned Check Charge

A fee of \$25.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. The Company may waive the returned check charge under appropriate circumstances.

#### 1.5 <u>Customer Complaints and/or Billing Disputes</u>

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone at any time to the Company at the below. There is no time limit for submitting disputes.

820 West Jackson Blvd., 6th Floor Chicago, Illinois 60607 (800) 804-8333

If you have a complaint that is not resolved after you have called Access One, Inc. or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1 -800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <a href="https://www.puco.ohio.gov">www.puco.ohio.gov</a>.

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#### SECTION 1 – GENERAL (CONT'D.)

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org

The Company will not collect attorney fees or court costs from Customers.

### 1.6 <u>Service Offerings</u>

A complete description of the services, rates & terms and conditions that are offered by the Company can be found on the Company's webside at www.accessoneinc.com.

#### 1.7 Deposits

The Company does not require deposits to commence service.

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#### 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

Pursuant to Chapter 4901:1-6, Ohio Administrative Code, Case No. 06-1345-TP-ORD, Access One, Inc.'s existing Ohio Tariff No. 1 is being replaced in its entirety which includes all non-residential Tier 2 services as well as regulated toll services as follows with Public Utilities Commission of Ohio Tariff No. 2:

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#### 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

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

Rates, terms and conditions for Access One, Inc. can be located on the Company's website: www.accessoneinc.com. Copies may also be obtained at the Company's main office at 820 West Jackson Blvd., 6th Floor, Chicago, Illinois 60607.

#### 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).

Applicant provided the attached Customer Notice for non-residential subscribers, consistent with the Commission's updated Customer Notice Template.

The Customer Notice has also been sent on March 11, 2008 to the Commission-provided electronic mailbox at: Telecomm-Rule16@puc.state.oh.us

## Access One, Inc. 820 West Jackson Blvd., 6th Floor Chicago, Illinois 60607

#### IMPORTANT NON-RESIDENTIAL CUSTOMER NOTICE

Dear Valued Subscriber:

March 14, 2008

Beginning on March 29, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by Access One, Inc. will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

Access One, Inc. provides a wide range of Telecommunication services in the state of Ohio.

This modification does not automatically result in a change in the prices, terms or conditions of those services to which you currently subscribe. Access One, Inc. must still provide a customer notice at least fifteen (15) days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view Access One, Inc.'s future service offerings in a (guidebook/catalog) online at www.accessoneinc.com or you can request a copy of this information by contacting Access One, Inc. at 820 West Jackson Blvd., 6th Floor, Chicago, Illinois 60607 or via telephone at (800) 804-8333.

Since these services will no longer be on file with the PUCO, this means that the agreement reached between the customer and Access One, Inc., instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Access One, Inc. at the toll free number (800) 804-8333 or visit us at www.accessoneinc.com.

Sincerely,

Access One, Inc.

## Exhibit F

Affidavit that the Customer Notice described in Exhibit E has been sent to Customers

#### CUSTOMER NOTICE AFFIDAVIT

STATE OF Illinois

**COUNTY OF Cook** 

#### **AFFIDAVIT**

I, Mark Jozwiak, President, am an authorized agent of the applicant, Access One, Inc., and am authorized to make this statement on its behalf. I attest that the Customer Notice(s) accompanying this Affidavit were sent to affected customers through direct mail on March 14, 2008, (15 days prior to the Detariffing and Related Actions Application Form filing date), 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 Mark Jozwiak, 2008, Chicago, Illinois.

Mark Jozwiak
President

Subscribed and sworn before me this March 20, 2008

(Date)

My Commission Expires: 3/15/2010

OFFICIAL SEAL
JEFFREY S SOBEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/15/10

OH DETARIFFING