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www.powernetglobal.com

FILE

May 1, 2008

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

RECEIVED-DOCKETING DIV
2008 MAY -2 AM 10:08
PUCO

Via Overnight Delivery

RE: PNG Telecommunications, Inc. d/b/a PowerNet Global Communications
Detariffing Application

To Whom It May Concern:

Enclosed please find an original and seven (7) copies of PNG Telecommunications, Inc. d/b/a PowerNet Global Communications application to detariff long distance. Customer Notices will start going out in the middle of May. A copy of the Ohio Price List will be made available on the company's website (www.powernetglobal.com) upon approval from the commission.

Please acknowledge receipt of this filing by file-stamping and returning one copy in the self addressed, postage prepaid envelope enclosed for this purpose.

Questions regarding this filing may be directed to me at the telephone or facsimile numbers or electronic mail address listed above.

Sincerely,



Robert Johnson
Regulatory Specialist
PowerNet Global Communications

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician Am Date Processed 5/2/08

FILE

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 PNG
Telecommunications, Inc. d/b/a/ PowerNet Global
Communications

TRF Docket No. 90-5452-TP-TRF
Case No. ___ - ___ - **TP - ATA**
NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD

Name of Registrant(s) PNG Telecommunications, Inc.
DBA(s) of Registrant(s) PowerNet Global Communications
Address of Registrant(s) 100 Commercial Drive, Fairfield, OH 45014
Company Web Address www.powernetglobal.com
Regulatory Contact Person(s) Robert Johnson
Regulatory Contact Person's Email Address rjohnson@pngmail.com
Contact Person for Annual Report Dawn Giltz
Address (if different from above) same
Consumer Contact Information Dawn Giltz
Address (if different from above) same

Phone 513-645-4816 Fax 513-645-4960
Phone 513-645-4913
Phone 513-645-4913

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.

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

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Part II - Exhibits

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

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

Exhibit A

PNG TELECOMMUNICATIONS, INC.
OHIO TELECOMMUNICATIONS TARIFF

TITLE PAGE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold toll telecommunications services by PNG Telecommunications, Inc. ("PNG") within the State of Ohio. PNG's principal offices are located at 7908 Cincinnati-Dayton Rd., Suite Q, West Chester, Ohio 45069. This Tariff is on file with the Public Utilities Commission of Ohio ("PUCO") and copies may be inspected during normal business hours at the PUCO and at PNG's principal place of business.

Issued:

Effective:

**Issued by: Bernie Stevens, President
PNG Telecommunications, Inc.
7908 Cincinnati-Dayton Rd.
Suite Q
West Chester, OH 45069
(513)777-2850**

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SYMBOLS

The following symbols are used for the purposes indicated below:

- C - To signify Changed Regulation
- D - Delete or Discontinue
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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS

- 1.1 Authorization Code - A numerical code, one or more of which may be assigned to a Customer, which enables PNG to identify the Customer's call for the purpose of tracking and billing the call. All authorization codes will be the sole property of PNG and no Customer will have any property or other right or interest in the use of any particular authorization code.
- 1.2 Commission - Public Utilities Commission of Ohio.
- 1.3 Company or Carrier - PNG Telecommunications, Inc.
- 1.4 Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for PNG's telecommunications services and is responsible for payment for PNG's services.
- 1.5 Day - From 8:00 A.M. up to but not including 5:00 P.M., every day including Saturday and Sunday.
- 1.6 Delinquent Bill - Any bill not paid within 20 days of the date on which the bill was rendered.
- 1.7 Disabled - Refers to persons with communication disabilities, including those hearing disabled, deaf, deaf/blind, and speech disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.
- 1.8 Discontinuance of Service - Disconnection of telephone service initiated by PNG and not requested by the Customer.
- 1.9 Emergency Call - An emergency call is an originated call of short duration to a governmental Emergency Service Agency in order to seek assistance in circumstances or conditions which pose immediate threat to human life, property or both, and necessitate that prompt action be taken.
- 1.10 Emergency Service Agency - Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service provided they answer emergency service calls on a personally attended 24 hour basis, 365 days a year, including holidays.
- 1.9 Evening - From 5:00 p.m. up to but not including 11:00 p.m. Sunday through Friday
- 1.10 Facilities Based Carrier - A company owning equipment for the purpose of providing telecommunications services to the public.
- 1.11 Holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- 1.12 Interruption - The inability to complete calls due to equipment malfunction or human errors. Interruption will not include, and no allowance will be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Any Interruption allowance provided within this Tariff by PNG will not apply where service is interrupted by the Customer or where

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (cont.)

- 1.12 Interruption (cont.)
PNG, pursuant to the terms of this Tariff, terminates service because of nonpayment of bills, unlawful or improper use of PNG's service, or any other reason covered by this Tariff or by applicable law.
- 1.14 Local Access and Transport Area (LATA) - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communication services.
- 1.15 Local Exchange Company (LEC) - Entity providing local exchange telecommunications services.
- 1.16 Night - From 11:00 p.m. up to but not including 8:00 a.m.
- 1.17 Non-Day - From 5:00 P.M. up to but not including 8:00 A.M., every day including Saturday and Sunday.
- 1.18 Primary Interexchange Carrier - The Interexchange Carrier to whom a customer's interexchange or interLATA calls are automatically routed by the LEC pursuant to the customer's instructions.
- 1.19 Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other communications.
- 1.20 Travel Card - A postpaid calling card issued by PNG which allows Customers to make telephone calls and charge the calls to a credit account. Calls charged to a PNG-issued credit travel card will appear on the Customer's regular monthly bill.
- 1.21 Weekend - From 11:00 p.m. Friday up to but not including 5:00 p.m. Sunday.

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SECTION 2. TERMS AND CONDITIONS

- 2.1 **Application of Tariff** - This Tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by PNG for communications originating or terminating throughout the State of Ohio. The company's services are provided, subject to availability, on a monthly basis and are accessible 24 hours a day, seven days a week.
- 2.2 **No Joint Undertaking** - PNG's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the services of underlying Facilities Based Carriers.
- 2.3 **Switching Primary Interexchange Carriers** - PNG may act as the customer's agent for ordering access to connection facilities provided by other carriers or entities, when authorized by the customer, to allow provision of services by PNG. The customer will be responsible for all charges due for such service arrangement. All orders for switching a customer's Primary Interexchange Carrier will be verified according to the procedures set forth by the Federal Communications Commission in 47 C.F.R. §§64.1100-64.1101.
- 2.4 **Liability of PNG**
- 2.4.1 **General Limitation of Liability** - The liability of PNG, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount equivalent to the charge to the Customer for the service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occurred. Under no circumstances shall PNG be liable for any consequential, special, indirect, incidental or exemplary damages.
- 2.4.2 **Liability for Acts of Customer** - Any mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from facilities or equipment used by Customer, shall not result in the imposition of any liability whatsoever upon PNG.
- 2.4.3 **Liability for Acts of Other Carriers or Government** - PNG shall not be liable for the quality of service provided by any local exchange carrier (LEC). PNG is not liable for any act, omission or negligence of any LEC or other provider whose facilities are used in furnishing any portion of the service received by Customer. In addition, PNG shall not be liable for any failure of performance hereunder due to necessary network reconfigurations; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over PNG.
- 2.4.4 **Force Majeur** - PNG shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to civil disorders; labor problems; and fire, flood, atmospheric conditions or other phenomena of nature.
- 2.4.5 **PUCO Approval** - 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.

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SECTION 2. TERMS AND CONDITIONS (cont.)**2.5 Responsibilities of Customer**

- 2.5.1 Compliance with Law - The Customer will comply with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided.
- 2.5.2 Payment of Charges - The Customer is responsible for payment of the charges set forth in this Tariff.
- 2.5.3 Compliance with Tariff - The Customer is responsible for compliance with the applicable terms and conditions of service set forth in this Tariff.
- 2.5.4 Hold Harmless - The Customer will indemnify and save PNG harmless from all liability disclaimed by PNG as specified in Section 2.3 above, arising in connection with the provision of service by PNG, and will protect and defend PNG from any suits or claims against PNG in connection therewith. PNG will notify the Customer of any suit or claim against PNG of which it is aware.
- 2.5.5 Security of Authorization Code - It is the Customer's responsibility to secure its Authorization Code from unauthorized use.

2.6 Discontinuance or Interruption of Service**2.6.1 Discontinuance of Service**

2.6.1.A Discontinuance of Service after Notice - Without incurring liability, PNG may discontinue services to a Customer upon written notice or may withhold the provision of ordered services subject to the procedures set forth in Section 2.6.3.A of this tariff:

- 2.6.1.A.1 by reason of any order or decision of any state or federal court, the PUCO, the FCC or other federal or state regulatory body or other governing authority prohibiting PNG from providing services,
- 2.6.1.A.2 for violation of any of the provisions of this Tariff,
- 2.6.1.A.3 for nonpayment of a delinquent and undisputed bill.

2.6.1.B Discontinuance of Service without Notice - Without incurring liability, PNG may discontinue services to a Customer without notice

- 2.6.1.B.1 for fraudulent procurement or use of PNG services,
- 2.6.1.B.2 for violation of any law, rule, regulation or policy of any governing authority having jurisdiction over PNG's services,

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SECTION 2. TERMS AND CONDITIONS (cont.)**2.6 Discontinuance or Interruption of Service (cont.)****2.6.1 Discontinuance of Service (cont.)****2.6.1.B Discontinuance of Service without Notice (cont.)**

2.6.1.B.3 where it is deemed necessary by PNG to protect itself against the imposition of large indebtedness and prior authorization is given by the Commission.

2.6.2 Procedures for discontinuance of existing service

2.6.2.A Timing of Notice - PNG will provide the Customer with written notice postmarked at least five days before the proposed discontinuance .

2.6.2.B Content of Notice - The notice of proposed discontinuance of service shall include the name, address and telephone number of Customer, a statement of the reason for the proposed discontinuance of service, the date on or after which service will be discontinued unless appropriate action is taken and PNG's toll-free customer service number.

2.6.3 Interruption of Service - Credit allowance for the interruption of service which is not due to testing or adjusting by Facilities Based Carriers, negligence of the customer, violation of the provisions of this Tariff or failure of equipment provided by the Customer are subject to the provisions of Section 2.4 of this Tariff. It will be the obligation of the Customer to notify PNG immediately of any interruption of service for which credit is desired. Before giving such notice, the Customer will ascertain that the interruption is not the result of any act or omission of the Customer or the failure of any equipment provided by the Customer.

2.6.3.A Amount of Credit and Method of Application - During any interruption of PNG service, the Customer may access any competitor's network by using the competitor's 10xx code. The Customer will be credited the difference in the cost of using the competitor's service and the cost of using PNG's service had it not been interrupted.

2.7 Billing Arrangements - Customers are billed directly by PNG. PNG will render bills monthly. Payment is due upon receipt. PNG may impose a late payment charge of 1.5% on any bill not paid within 30 days of receipt. A charge of \$20 will be assessed for checks returned for insufficient funds.

2.8 Creditworthiness - PNG may, with its customers' written permission, obtain credit reports on its Customers for purposes of determining a Customer's creditworthiness.

2.9 Contested Charges - All bills are presumed accurate, and will be binding on the Customer unless an objection is received by PNG within 20 days from the date on which the bill was rendered. The Customer may notify PNG of its objection either by phone at PNG's toll-free

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SECTION 2. TERMS AND CONDITIONS (cont.)**2.9 Contested Charges (cont.)**

customer service number (1-800-860-9495) or in writing. A PNG representative will then try to resolve the dispute over the phone. In the case of a billing dispute between the Customer and PNG which cannot be settled with mutual satisfaction, the Customer may request and PNG will provide a detailed review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the Customer's service may be discontinued. PNG will notify the Customer of the results of PNG's review in writing by ordinary U.S. Mail.

2.10 Deposits - PNG does not require a deposit from the Customer.

2.11 Taxes - All federal excise taxes and state and local sales taxes are billed as separate items and are not included in the quoted rates.

2.12 Promotions - PNG may from time to time offer promotional services with the approval of the PUCO.

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SECTION 3 DESCRIPTION OF SERVICES

- 3.1 Description of Services - PNG provides interexchange telecommunications services including 10xxx dialing or dial 1+ service, 800 service and travel card service. PNG offers all of the above described services throughout the State of Ohio. These services are offered directly to end users and are not offered for resale.
- 3.2 Dial 1+ Service or 10xxx Interexchange Service - Customers are provided access to interexchange service purchased by PNG from Facilities Based Carriers by dialing a 10xxx code.
- 3.3 800 Service - 800 Service is an inbound-only service in which callers located within the state may place toll-free calls to a telephone with a predesignated 800 access number assigned to the Customer.
- 3.4 Travel Card Service - Callers are issued one or more travel cards which allow them to place long distance calls from any touch tone phone and have the charges for the call billed to their account with PNG.

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SECTION 4 - RATES

- 4.1 PNG "Easy One" Service - "Easy One" Dial 1+ Service is designed for customers whose peak calling period is between 8:00 A.M. and 5:00 P.M. The service is offered at a flat rate per minute regardless of distance or time of call. Calls are billed on six (6) second intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$2.50 applies to this service.

	<u>Interstate</u>	<u>Intrastate</u>
Per minute rate:	\$.119	\$.139

- 4.2 PNG "Easy Call" Service - "Easy Call" Dial 1+ Service is designed for customers whose peak calling period is between the hours of 5:00 P.M. and 8:00 A.M. The service is offered at a flat rate per minute regardless of distance called. Calls are billed on one minute intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$3.00 applies to this service for all monthly bills less than \$10.00.

	<u>Day</u>		<u>Non-Day</u>	
	<u>Interstate</u>	<u>Intrastate</u>	<u>Interstate</u>	<u>Intrastate</u>
Per minute rate:	\$.139	\$.139	\$.099	\$.139

- 4.3 PNG "Easy 800" Service - "Easy 800" Service is designed for businesses. The service is offered at a flat rate per minute regardless of distance called. Calls are billed on six (6) second intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$2.50 applies to this service for all monthly bills less than \$10.00.

	<u>Interstate</u>	<u>Intrastate</u>
Per minute rate:	\$.119	\$.139

- 4.4 PNG "Personal 800" Service - "Personal 800" Service is designed for residential customers. The service is offered at a flat rate per minute regardless of distance called. A PIN code is included with the service which callers must use to complete the call, a process which serves to screen out wrong numbers meant for commercial 800 numbers. Calls are billed on thirty (30) second intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A minimum monthly charge of \$3.00 applies to this service.

	<u>Interstate</u>	<u>Intrastate</u>
Per minute rate:	\$.149	\$.159

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SECTION 4 - RATES (cont.)

- 4.5 PNG "Easy Card" Travel Card Service - PNG "Easy Card" Travel Card Service is offered to both business and residential customers. The service is offered at a flat rate per minute regardless of distance called. Calls are billed on six (6) second intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$3.00 applies to this service for all monthly bills less than \$10.00.

Per minute rate: \$.179

- 4.6 Discounts for Persons with Communication Disabilities - Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled are eligible to receive the following discounts off rates applying to intrastate, interexchange, customer-dialed, station-to-station calls:

	<u>Day</u>	<u>Evening & Holiday</u>	<u>Night & Weekend</u>
Discount	40%	60%	70%

- 4.7 Emergency Services Calling Plan - Message toll telephone calls, to governmental Emergency Service Agencies having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made are offered at no charge to Customers.

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Exhibit B

PNG TELECOMMUNICATIONS, INC.
OHIO TELECOMMUNICATIONS PRICE LIST

TITLE PAGE

This Price List contains the descriptions, regulations, and rates applicable to the furnishing of resold toll telecommunications services by PNG Telecommunications, Inc. ("PNG") within the State of Ohio. PNG's principal offices are located at 100 Commercial Drive, Fairfield, OH 45014.

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SYMBOLS

The following symbols are used for the purposes indicated below:

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- N - New
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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS

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- 1.10 Emergency Service Agency - Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service provided they answer emergency service calls on a personally attended 24 hour basis, 365 days a year, including holidays.
- 1.9 Evening - From 5:00 p.m. up to but not including 11:00 p.m. Sunday through Friday
- 1.10 Facilities Based Carrier - A company owning equipment for the purpose of providing telecommunications services to the public.
- 1.11 Holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- 1.12 Interruption - The inability to complete calls due to equipment malfunction or human errors. Interruption will not include, and no allowance will be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Any Interruption allowance provided within this Price List by PNG will not apply where service is interrupted by the Customer or **where**

SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (cont.)

- 1.12 Interruption (cont.)
PNG, pursuant to the terms of this Price List, terminates service because of nonpayment of bills, unlawful or improper use of PNG's service, or any other reason covered by this Price List or by applicable law.
- 1.14 Local Access and Transport Area (LATA) - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communication services.
- 1.15 Local Exchange Company (LEC) - Entity providing local exchange telecommunications services.
- 1.16 Night - From 11:00 p.m. up to but not including 8:00 a.m.
- 1.17 Non-Day - From 5:00 P.M. up to but not including 8:00 A.M., every day including Saturday and Sunday.
- 1.18 Primary Interexchange Carrier - The Interchange Carrier to whom a customer's interexchange or interLATA calls are automatically routed by the LEC pursuant to the customer's instructions.
- 1.19 Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other communications.
- 1.20 Travel Card - A postpaid calling card issued by PNG which allows Customers to make telephone calls and charge the calls to a credit account. Calls charged to a PNG-issued credit travel card will appear on the Customer's regular monthly bill.
- 1.21 Weekend-From 11:00 p.m. Friday up to but not including 5:00 p.m. Sunday.

SECTION 2. TERMS AND CONDITIONS

- 2.1 Application of Price List. - This Price List contains the regulations and rates applicable to intrastate resale telecommunications services provided by PNG for communications originating or terminating throughout the State of Ohio. The company's services are provided, subject to availability, on a monthly basis and are accessible 24 hours a day, seven days a week.
- 2.2 No Joint Undertaking - PNG's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the services of underlying Facilities Based Carriers.
- 2.3 Switching Primary Interexchange Carriers. - PNG may act as the customer's agent for ordering access to connection facilities provided by other carriers or entities, when authorized by the customer, to allow provision of services by PNG. The customer will be responsible for all charges due for such service arrangement. All orders for switching a customer's Primary Interexchange Carrier will be verified according to the procedures set forth by the Federal Communications Commission in 47 C.F.R. §§64.1100-64.1101.
- 2.4 Liability of PNG
- 2.4.1 General Limitation of Liability - The liability of PNG, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount equivalent to the charge to the Customer for the service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occurred. Under no circumstances shall PNG be liable for any consequential, special, indirect, incidental or exemplary damages.
- 2.4.2 Liability for Acts of Customer - Any mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from facilities or equipment used by Customer, shall not result in the imposition of any liability whatsoever upon PNG.
- 2.4.3 Liability for Acts of Other Carriers or Government - PNG shall not be liable for the quality of service provided by any local exchange carrier (LEC). PNG is not liable for any act, omission or negligence of any LEC or other provider whose facilities are used in furnishing any portion of the service received by Customer. In addition, PNG shall not be liable for any failure of performance hereunder due to necessary network reconfigurations; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over PNG.
- 2.4.4 Force Majeur - PNG shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to civil disorders; labor problems; and fire, flood, atmospheric conditions or other phenomena of nature.
- 2.4.5 PUCO Approval - 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.

SECTION 2. TERMS AND CONDITIONS (cont.)

2.5 Responsibilities of Customer

- 2.5.1 Compliance with Law - The Customer will comply with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided.
- 2.5.2 Payment of Charges - The Customer is responsible for payment of the charges set forth in this Price List.
- 2.5.3 Compliance with Price List - The Customer is responsible for compliance with the applicable terms and conditions of service set forth in this Price List.
- 2.5.4 Hold Harmless - The Customer will indemnify and save PNG harmless from all liability disclaimed by PNG as specified in Section 2.3 above, arising in connection with the provision of service by PNG, and will protect and defend PNG from any suits or claims against PNG in connection therewith. PNG will notify the Customer of any suit or claim against PNG of which it is aware.
- 2.5.5 Security of Authorization Code - It is the Customer's responsibility to secure its Authorization Code from unauthorized use.

2.6 Discontinuance or Interruption of Service

2.6.1 Discontinuance of Service

2.6.1.A Discontinuance of Service after Notice - Without incurring liability, PNG may discontinue services to a Customer upon written notice or may withhold the provision of ordered services subject to the procedures set forth in Section 2.6.3.A of this Price List:

- 2.6.1 .A.1 by reason of any order or decision of any state or federal court, the PUCO, the FCC or other federal or state regulatory body or other governing authority prohibiting PNG from providing services,
- 2.6.1 .A.2 for violation of any of the provisions of this Price List,
- 2.6.1 A.3 for nonpayment of a delinquent and undisputed bill.

2.6.1 .B Discontinuance of Service without Notice - Without incurring liability, PNG may discontinue services to a Customer without notice

- 2.6.1 .B.1 for fraudulent procurement or use of PNG services,
- 2.6.1 .B.2 for violation of any law, rule, regulation or policy of any governing authority having jurisdiction over PNG's services,

SECTION 2. TERMS AND CONDITIONS (cont.)

2.6 Discontinuance or Interruption of Service (cont.)

2.6.1 Discontinuance of Service (cont.)

2.6.1 .B Discontinuance of Service without Notice (cont.)

2.6.1 .B.3 where it is deemed necessary by PNG to protect itself against the imposition of large indebtedness and prior authorization is given by the Commission.

2.6.2 Procedures for discontinuance of existing service

2.6.2.A Timing of Notice - PNG will provide the Customer with written notice postmarked at least five days before the proposed discontinuance .

2.6.2.B Content of Notice - The notice of proposed discontinuance of service shall include the name, address and telephone number of Customer, a statement of the reason for the proposed discontinuance of service, the date on or after which service will be discontinued unless appropriate action is taken and PNG's toll-free customer service number.

2.6.3 Interruption of Service - Credit allowance for the interruption of service which is not due to testing or adjusting by Facilities Based Carriers, negligence of the customer, violation of the provisions of this Price List or failure of equipment provided by the Customer are subject to the provisions of Section 2.4 of this Price List. It will be the obligation of the Customer to notify PNG immediately of any interruption of service for which credit is desired. Before giving such notice, the Customer will ascertain that the interruption is not the result of any act or omission of the Customer or the failure of any equipment provided by the Customer.

2.6.3.A Amount of Credit and Method of Application - During any interruption of PNG service, the Customer may access any competitor's network by using the competitor's 10xxx code. The Customer will be credited the difference in the cost of using the competitor's service and the cost of using PNG's service had it not been interrupted.

2.7 Billing Arrangements - Customers are billed directly by PNG. PNG will render bills monthly. Payment is due upon receipt. PNG may impose a late payment charge of 1.5% on any bill not paid within 30 days of receipt. A charge of \$20 will be assessed for checks returned for insufficient funds.

2.8 Creditworthiness - PNG may, with its customers' written permission, obtain credit reports on its Customers for purposes of determining a Customer's creditworthiness.

2.9 Contested Charges - All bills are presumed accurate, and will be binding on the Customer unless an objection is received by PNG within 20 days from the date on which the bill was rendered. The Customer may notify PNG of its objection either by phone at PNG's toll-free

SECTION 2. TERMS AND CONDITIONS (cont.)

2.9 Contested Charges (cont.)

customer service number (1 -800-860-9495) or in writing. A PNG representative will then try to resolve the dispute over the phone. In the case of a billing dispute between the Customer and PNG which cannot be settled with mutual satisfaction, the Customer may request and PNG will provide a detailed review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the Customer's service may be discontinued. PNG will notify the Customer of the results of PNG's review in writing by ordinary U.S. Mail.

2.10 Deposits - PNG does not require a deposit from the Customer.

2.11 Taxes - All federal excise taxes and state and local sales taxes are billed as separate items and are not included in the quoted rates.

2.12 Promotions - PNG may from time to time offer promotional services with the approval of the PUCO.

SECTION 3 DESCRIPTION OF SERVICES

- 3.1 Description of Services - PNG provides interexchange telecommunications services including 10xxx dialing or dial 1+ service, 800 service and travel card service. PNG offers all of the above described services throughout the State of Ohio. These services are offered directly to end users and are not offered for resale.
- 3.2 Dial 1+ Service or 10xxx Interexchange Service - Customers are provided access to interexchange service purchased by PNG from Facilities Based Carriers by dialing a 10xxx code.
- 3.3 800 Service - 800 Service is an inbound-only service in which callers located within the state may place toll-free calls to a telephone with a predesignated 800 access number assigned to the Customer.
- 3.4 Travel Card Service - Callers are issued one or more travel cards which allow them to place long distance calls from any touch tone phone and have the charges for the call billed to their account with PNG.

SECTION 4 - RATES

- 4.1 PNG "One +" Service - The service is offered at a flat rate per minute regardless of distance or time of call. Calls are billed on full minute intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$2.50 applies to this service.

Intrastate

Per minute rate: \$.059

- 4.2 PNG "Easy 800" Service - "Easy 800" Service is designed for businesses. The service is offered at a flat rate per minute regardless of distance called. Calls are billed on full minute intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$2.50 applies to this service for all monthly bills less than \$10.00.

Intrastate

Per minute rate: \$.139

- 4.3 PNG "Personal 800" Service - "Personal 800" Service is designed for residential customers. The service is offered at a flat rate per minute regardless of distance called. A PIN code is included with the service which callers must use to complete the call, a process which serves to screen out wrong numbers meant for commercial 800 numbers. Calls are billed on full minute intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A minimum monthly charge of \$3.00 applies to this service.

Intrastate

Per minute rate: \$.159

PNG TELECOMMUNICATIONS, INC.

SECTION 4 - RATES (cont.)

- 4.4 PNG Travel Card Service - PNG Travel Card Service is offered to both business and residential customers. The service is offered at a flat rate per minute regardless of distance called. Calls are billed on full minute intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$3.00 applies to this service for all monthly bills less than \$10.00.

Per minute rate: \$.179

- 4.5 Discounts for Persons with Communication Disabilities - Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled are eligible to receive the following discounts off rates applying to intrastate, interexchange, customer-dialed, station-to-station calls:

	<u>Day</u>	<u>Evening & Holiday</u>	<u>Night & Weekend</u>
Discount	40%	60%	70%

- 4.6 Emergency Services Calling Plan - Message toll telephone calls, to governmental Emergency Service Agencies having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made are offered at no charge to Customers.

Exhibit C

PNG Telecommunications, Inc. (PNG) will remove our Interexchange Tariff completely, and replace it with a Price List that will spell out the terms and conditions of service for customers in Ohio. Minor formatting changes have been made to the original tariff, and the billing increments have been changed to full minute billing; however, the Price List is essentially the same as the original tariff that was on file with and approved by the Ohio PUC. PNG intends to remain as a CLEC provider and will not be making any changes to the CLEC tariff.

Exhibit D

The Price List will be posted on the company's website (www.powernetglobal.com) and accessible to the general public. The link will be located under the Legal Terms and Conditions tab on the company's website.

Additionally, thirty (30) day notice will be provided to our customers per our terms and conditions agreement.

Exhibit E



100 Commercial Drive, Cincinnati, OH 45014

Phone: 513-942-7900, Fax: 513-942-5579

www.powernetglobal.com

[Date]:

Dear PowerNet Global Communications Customer:

Beginning on **(date)**, the prices, service descriptions, and the terms and conditions for long distance services that you are provided by PowerNet Global Communications will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. PowerNet Global Communications must still provide a customer notice at least thirty (30) days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at www.powernetglobal.com or you can request a copy of this information by contacting the company at 100 Commercial Drive, Fairfield, OH 45014.

Since long distance services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, 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. The Terms and Conditions of service will be set out in the Price List, which is available online.

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 PowerNet Global Communications at the toll free number 800-860-9495 or visit us at www.powernetglobal.com. You may also visit the consumer information page on the PUCO's website at puco.ohio.gov for further information.

Sincerely,

PowerNet Global Communications

Exhibit F

Part III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, PNG Telecommunications, Inc., and am authorized to make this statement on its behalf.
(Name)

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

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

Executed on (Date) 4/30/08 at Fairfield, OH

*(Signature and Title)  GENERAL COUNSEL (Date) 4/30/08

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

VERIFICATION

I, Dennis Packer

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

*(Signature and Title)  GENERAL COUNSEL (Date) 4/30/08

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

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

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

Or

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