

2600 Maitland Center Pkwy.

Suite 300

Ms. Renee Jenkins, Commission Secretary Public Utilities Commission of Ohio

Maitland, FL 32751 P.O. Drawer 200

180 East Broad Street, 13<sup>th</sup> Floor

Columbus, OH 43215-3793

Winter Park, FL

32790-0200

Tel: 407-740-8575

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www.tminc.com

RE:

Interexchange AmericaTel Corporation d/b/a 1010 123 Americatel d/b/a Ametex

d/b/a 1 800 3030 123 Americatel Collect

Case No. 08-732-TP-ATA

Dear Ms. Jenkins:

Enclosed for filing please find the original copy of the detariffing package submitted on behalf of AmericaTel Corporation d/b/a 1010 123 Americatel d/b/a Ametex d/b/a 1 800 3030 123 Americatel Collect. The Company respectfully requests an effective date of June 16, 2008.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope.

Any questions you may have regarding this filing may be directed to me at 407-740-3001 or via email to tforte@tminc.com.

Thank you for your assistance with this matter.

Sincerely

Consultant to AmericaTel Corporation d/b/a 1010 123 Americatel d/b/a Ametex d/b/a 1 800 3030 123 Americatel Collect

TMF/rg

cc:

A. Ares - AmericaTel

file:

AmericaTel - OH IXc

tms:

OHi0801

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

# **DETARIFFING AND RELATED ACTIONS**

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

In the Matter of the Application of			TRF Docket	90	-		TP -	TRF
AmericaTel Corporation d/b/a 1010 123 Americatel d/b/a Ametex d/b/a 1 800 3030 123 Americatel Collect		)	Case No.	08	- <u>-</u> -	732	TP -	ATA
To Detariff Certain Tier 2 Services :	and make other changes	)	NOTE: Unless	you have r	eserve	d a Case No	. leave th	e "Case No"
related to the Implementation of Cas	se No. 06-1345-TP-ORD	)	fields BLANK					
		_						
Name of Registrant(s)	AmericaTel Corporation	1						
DBA(s) of Registrant(s)	d/b/a 1010 123 Americat	el d/l	o/a Ametex d/	/b/a 1 800	3030	123 Am	ericatel	Collect
Address of Registrant(s)	7631 Calhoun Place, Sui	te 65	0, Rockville, 1	MD 2085	5			
Company Web Address	www.americatel.com							
Regulatory Contact Person(s)	Lucy Mends		Phone	310-610-4	4336	Fax	240-31	14-4219
Regulatory Contact Person's Email	Address Lucy.Mends@s	start	ec.com			_		
Contact Person for Annual Report	Ava Hopkins	_	Phone	301-610-4	4312	Fax	240-31	[4-4103
Address (if different from above)	1197					_		
Consumer Contact Information	Lucy Mends					Phone	310-61	10-4336
Address (if different from above)						-		
Part I – Tariffs								
Please indicate the Carrier Typ	pe and the reason for su	bmi	tting this for	rm by ch	eckii	ig the bo	xes be	low.
NOTE: All cases are ATA process c	ases, tariffs are effective the	e day	they are filed,	and remo	ain in	effect unl	ess the	Commission acts to

<u>Carrier Type</u>	☐ ILEC	☐ CLEC	
Business Tier 2 Services			
Residential & Business Toll Services			$\boxtimes$
Other Changes required by Rule (Describe in detail in Exhibit C)			

#### Part II - Exhibits

suspend.

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

Included	Identified As:	Description of Required Exhibit:
$\square$	Exhibit A	The existing affected tariff pages.
<i>-</i>	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.
$\boxtimes$	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).
$\boxtimes$	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).
$\boxtimes$	Exhibit F	Affidavit that the Customer Notice described in Exhibit E has been sent to Customers.

#### **AFFIDAVIT**

# Compliance with Commission Rules and Service Standards

I, Thomas M. Forte, am an officer/agent of the applicant corporation, AmericaTel Corp.\* and am authorized to make this statement on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

Executed on (Date) June 16, 2008 at (Location) 2600 Maitland Center Parkway, Suite 300, M	laitland, Florida 32751
Munt fur	6/16/06
Thomas M. Forte, Consultant to AmericaTel Corp.*	Date
• This affidavit is required for every tariff-affecting filing. It may be signed by counsel or authorized agent of the applicant.	an officer of the applicant, or an
<u>VERIFICATION</u>	
I, <u>Thomas M. Forte</u> verify that I have utilized the Telecommunications Application Form for provided by the Commission and that all of the information submitted here, and all additional infaith with this case, is true and correct to the best of my knowledge.	
Thomas M. Forte, Consultant to AmericaTel Corp.*	Date
*Verification is required for every filing. It may be signed by counsel or an officer of the applicant.	ant, or an authorized agent of the

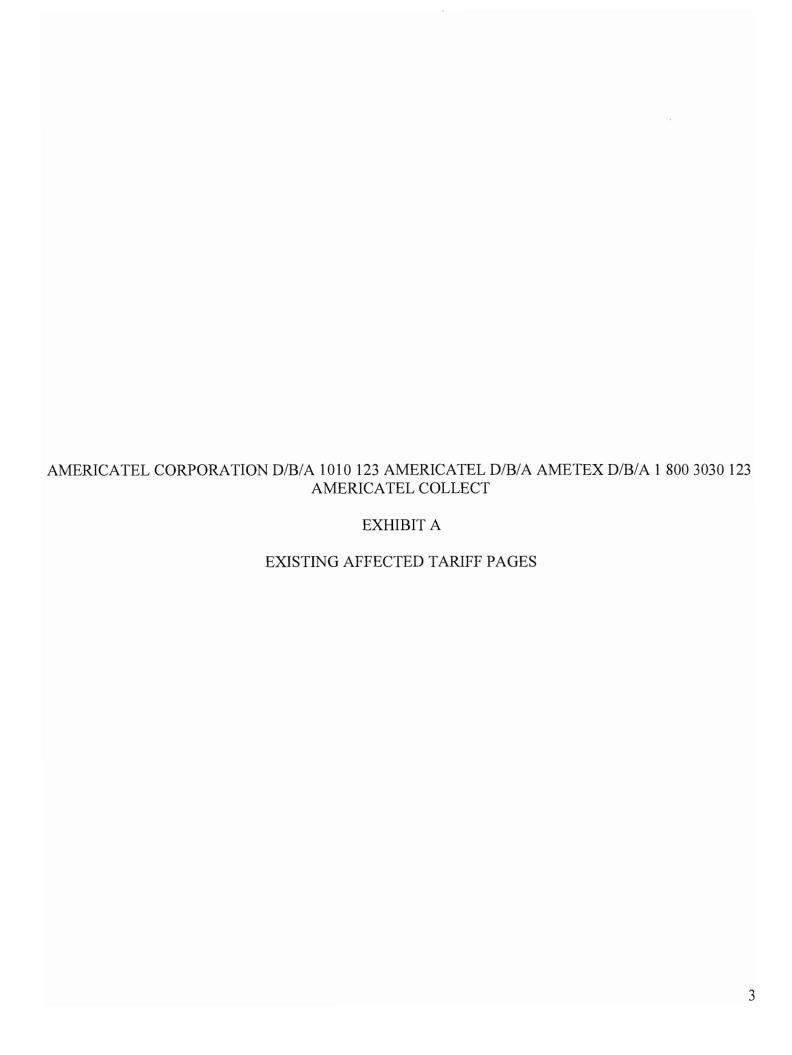
Send your completed Application Form, including all required attachments as well as the required number of copies, to:

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

\* The company is known as AmericaTel Corp. d/b/a 1010 123 AmericaTel d/b/a Ametex d/b/a 1 800 3030 123 AmericaTel Collect



OHIO TARIFF NO. 1 ORIGINAL SHEET 1

#### LONG-DISTANCE RESALE TARIFF

# TITLE SHEET

#### **OHIO TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Americatel Corporation, d/b/a 1010 123 Americatel, d/b/a Ametex, d/b/a 1 800 3030 123 Americatel Collect, with its principal offices at 4045 N.W. 97th Avenue, Miami, Florida 33178. This tariff applies for services furnished within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio (APUCO@), and copies may be inspected, during normal business hours, at the Company=s principal place of business.

Issued: September 1, 2004

By: Alfredo Parot

Americatel Corporation 4045 N.W. 97<sup>th</sup> Avenue Miami, Florida 33178 Effective: September 2, 2004

# **CHECK SHEET**

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

SHEET	REVISION		SHEET	REVISION		SHEET	REVISION	
1	Original		24.5	Original	*	51.4	Original	*
2	1st Revised	*	25	1 <sup>st</sup> Revised	*	51.5	Original	*
3	Original		25.1	Original	*	51.6	Original	*
4	Original		25.2	Original	*	51.7	Original	*
5	Original		26	Original		51.8	Original	*
6	Original		27	Original		51.9	Original	*
7	Original		28	Original		51.10	Original	*
8	Original		29	Original		51.11	Original	*
8.1	Original	*	30	Original		52	1st Revised	*
9	Original		31	Original		53	1st Revised	*
10	Original		32	Original		54	1st Revised	*
11	Original		33	Original		54.1	Original	*
12	Original		34	Original		54.2	Original	*
13	Original		35	Original		55	1 <sup>st</sup> Revised	*
14	Original		36	Original		55.1	Original	*
15	Original		37	Original		56	Original	
16	Original		38	Original		57	Original	
17	Original		39	Original		58	Original	
1 <b>8</b>	1st Revised	*	40	Original		59	Original	
18.1	Original	*	41	Original		60	Original	
18.2	Original	*	42	Original		61	1st Revised	*
19	Original		43	Original		62	Original	*
19.1	Original	*	44	Original		63	Original	*
19.2	Original	*	45	Original		1A	1 <sup>st</sup> Revised	*
20	Original		46	Original		2A	1 <sup>st</sup> Revised	*
21	Original		47	Original		3A	1st Revised	*
22	1st Revised	*	48	Original		4A	1st Revised	*
23	1st Revised	*	49	Original		5A	1 <sup>st</sup> Revised	*
24	1st Revised	*	50	Original		6A	1 <sup>st</sup> Revised	*
24.1	Original	*	51	Original		7A	1 <sup>st</sup> Revised	*
24.2	Original	*	51.1	Original	*	8A	1 <sup>st</sup> Revised	*
24.3	Original	*	51.2	Original	*			
24.4	Original	*	51.3	Original	*			

Issued: July 25, 2007 Effective: July 25, 2007

# TABLE OF CONTENTS

<u>F</u>	<u>PAGE</u>
TITLE SHEET	1
CHECK SHEET	2
TABLE OF CONTENTS	3
SYMBOLS USED IN THIS TARIFF	4
TARIFF FORMAT	5
SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS	7
SECTION 2 - RULES AND REGULATIONS	9
SECTION 3 - DESCRIPTION OF SERVICE	18
SECTION 4 - RATES	52

Issued: September 1, 2004

By: Alfredo Parot

Americatel Corporation 4045 N.W. 97<sup>th</sup> Avenue

Miami, Florida 33178

OHIO TARIFF NO. 1 ORIGINAL SHEET 4

# LONG-DISTANCE RESALE TARIFF

# SYMBOLS USED IN THIS TARIFF

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

D - Delete or Discontinue

I - Change resulting in an increase to a Customer=s bill

M - Moved from another tariff location

N - New

R - Change resulting in a reduction to a Customer=s bill

T - Change in text or regulation but no change in rate or charge

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By: Alfredo Parot

Americatel Corporation 4045 N.W. 97<sup>th</sup> Avenue

Miami, Florida 33178

Effective: September 2, 2004

#### TARIFF FORMAT

- A. <u>Sheet Numbering</u> 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 sheets 14 and 15 would be 14.1.
- B. <u>Sheet Revision Numbers</u> Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the PUCO. For example, the 4th revised Sheet 14 would cancel the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. that the PUCO follows in its tariff approval process, the most current sheet number on file with the PUCO is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. <u>Paragraph Numbering Sequence</u> There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level:

2.

2.1.

2.1.1.

2.1.1.A.

2.1.1.A.1.

2.1.1.A.1.(a).

2.1.1.A.1.(a).I.

2.1.1.A.1.(a).I.(i).

2.1.1.A.1.(a).I.(i).(1).

Issued: September 1, 2004 Effective: September 2, 2004

By: Alfredo Parot

OHIO TARIFF NO. 1 ORIGINAL SHEET 6

Effective: September 2, 2004

#### LONG-DISTANCE RESALE TARIFF

# TARIFF FORMAT

(Continued)

D. <u>Check Sheets</u> - When a tariff filing is made with the PUCO, an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff and gives the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated on the check sheet with an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages.) The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the PUCO.

Issued: September 1, 2004

By: Alfredo Parot

Americatel Corporation 4045 N.W. 97<sup>th</sup> Avenue

Miami, Florida 33178

Effective: September 2, 2004

#### LONG-DISTANCE RESALE TARIFF

# SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

For the purposes of this tariff, the following definitions will apply:

#### 1.1. Commission

The Public Utilities Commission of Ohio.

#### Company 1.2.

Americatel Corporation d/b/a 1010 123 Americatel, d/b/a Ametex, d/b/a 1 800 3030 123 Americatel Collect, 4045 N.W. 97th Avenue, Miami, Florida 33178, a corporation organized under the laws of the State of Delaware.

#### 1.3. Customer

Denotes any individual, company or other entity, or any duly authorized agent thereof, that utilizes the Services offered under this tariff.

#### 1.4. Day

From 7:00 AM up to, but not including, 8:00 PM local time Monday through Friday.

#### 1.5. Evening/Weekend

From 8:00 PM up to, but not including, 7:00 AM local time Monday through Friday, and 24 hours a day on Saturday, Sundays and Holidays.

#### 1.6. **Holidays**

The Company=s recognized holidays are New Year=s Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

#### 1.7. **PUCO**

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By: Alfredo Parot

**Americatel Corporation** 

4045 N.W. 97th Avenue

Miami, Florida 33178

OHIO TARIFF NO. 1 ORIGINAL SHEET 8

Effective: September 2, 2004

#### LONG-DISTANCE RESALE TARIFF

The Public Utilities Commission of Ohio.

# 1.8. Service(s)

The communications offerings provided by the Company.

# 1.9. Underlying Carrier

A facilities-based intrastate interexchange carrier or reseller providing the Services being resold by the Company.

# 1.10 Americatel Prepaid Phone Card or Card

An object containing an access number and an Authorization Code that enables the Cardholder to use Americatel Prepaid Phone Card Service.

#### 1.11 <u>Authorization Code</u>

A predefined series of numbers to be dialed by the Cardholder upon accessing Americatel=s system to validate the Cardholder=s authorization to use Americatel Prepaid Phone Card Services.

# 1.12 Cardholder

Individual that uses Americatel Prepaid Phone Card Service.

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By: Alfredo Parot

Americatel Corporation 4045 N.W. 97<sup>th</sup> Avenue

OHIO TARIFF NO. 1 ORIGINAL SHEET 8.1

#### LONG-DISTANCE RESALE TARIFF

# SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

#### 1.13 Discado Presucrito

(N)

(N)

Spanish language name for the Optional Presubscribed Dial Around Plan described in this tariff

# 1.14 1010-123

Americatel Corporation's Carrier Identification Code. Customers dial 1010-123 to access these Americatel services: (a) Americatel's Dial Around Service, (b) Americatel's Optional Presubscribed Dial Around Plans and (c) Americatel's 1010-123 Prepaid Plan.

# 1.15. 1010-123 Prepaid<sup>TM</sup> Plan

A prepaid communications service that allows persons to purchase in advance a specified dollar value of Americatel's long distance service.

# 1.16. Optional Presubscribed Dial Around Plan

Presubscribed plan option where customers access their long distance plans by dialing 10-10-123 and then 1 or 011 and then the area code and number they are calling. No preferred interexchange carrier change (PIC Change) is required.

Issued: July 25, 2007 Effective: July 25, 2007

By:

b/a 1010 123 Americatel ORIGINAL SHEET 9

#### LONG-DISTANCE RESALE TARIFF

OHIO TARIFF NO. 1

#### SECTION 2 - RULES AND REGULATIONS

# 2.1. Application of Tariff

- 2.1.1. This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company to business and residential customers for telecommunications between points within the State of Ohio. The Company=s services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 2.1.2. The Company=s services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but involve the resale of the facilities and/or services of underlying common carriers.
- 2.1.3. The rates and regulations contained in this Tariff apply only to the 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 carrier for use in accessing the services of the Company.
- 2.1.4. The Customer is entitled to limit the use of the Company=s services by end users at the Customer=s facilities, and may use other common carriers in addition to or in lieu of the Company.

#### 2.2. Undertaking of the Company

2.2.1. The Company=s services and facilities are furnished for communications originating at specified points within the State of Ohio under the terms of this tariff. The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company will resell long distance services to customers within the State of Ohio. The Company may act as the Customer=s agent for ordering access connection facilities provided by other Carriers or entities, when authorized by Customer, to allow connection of a Customer=s location to the Company=s network. The customer shall be responsible for all charges due to such service arrangements.

Issued: September 1, 2004 Effective: September 2, 2004

By: Alfredo Parot

Americatel Corporation 4045 N.W. 97<sup>th</sup> Avenue

d/b/a 1 800 3030 123 Americatel Collect

#### LONG-DISTANCE RESALE TARIFF

- 2.2.2. Reserved for Future Use.
- 2.2.3. The Company shall be responsible only for the resale of the Services it offers.
- 2.2.4. The Company=s Services are available twenty-four hours per day, seven days per week.

# 2.3. Limitations of Service

- 2.3.1. All Service is offered subject to availability of the necessary facilities of underlying carriers, to the provisions of this tariff, and to applicable law.
- 2.3.2. Except as indicated otherwise herein, the Company reserves the right to refuse or discontinue Service immediately to Customers without incurring liability:
  - A. For non-payment of any sum owing to the Company;
  - For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, credit card numbers or pre-arranged account code numbers;
  - C. For any violation by a Customer related to the request for such Service of either the provisions of this Tariff or any applicable laws, rules, regulations, or policies of any governmental authority;
  - By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such Service;
  - E. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or Services;

Issued: September 1, 2004 Effective: September 2, 2004

- C. For any violation by a Customer related to the request for such Service of either the provisions of this Tariff or any applicable laws, rules, regulations, or policies of any governmental authority;
- D. By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such Service;
- E. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or Services;
- F. If such refusal or discontinuance is otherwise made necessary by conditions beyond the Company=s control.
- 2.3.3. The Company may discontinue service to a Customer for nonpayment of any due charges or other violation of this tariff or provisions of applicable law upon 10 days' written notice to the Customer without incurring any liability for damages due to the loss of telephone service.
- 2.3.4. The Customer may not transfer or assign its rights or duties under this tariff without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such assignees or transferees that the Company has authorized.

#### 2.4. Liabilities of the Company

- 2.4.1. Except as stated in this Subsection, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights, obligations, or privileges contemplated by this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.4.2. The liability of the Company to its Customer(s) 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 lesser of \$500 or the charge applicable under this tariff to the call or calls affected. No other liability in any event shall attach to the Company, including liability resulting from the unavailability of Service due to the failure or inoperability of any Customer-provided communications equipment.
- 2.4.3. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: Acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or

Issued: September 1, 2004 Effective: September 2, 2004

By:

More of said governments, or of any civil or military authority, national emergencies, insurrections, riots, wars or labor difficulties.

- 2.4.4. The Company shall not be liable for any claim or loss, expense or damage arising out of the provision of Service (including direct, special or consequential damages, attorney fees or court costs), or for any interruption, delay, error, omission, or defect in any Service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company.
- 2.4.5. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damage, including punitive damages, attorney fees and court costs, brought or caused by the Customer or third parties and arising out of any act or omission of the Customer in the course of any authorized use, unauthorized use or misuse of the Company=s Services, or the Customer=s equipment or facilities. Unauthorized use or misuse of the Customer=s equipment or facilities includes, but is not limited to, the unauthorized use or misuse of such equipment or facilities by the Customer=s agent(s) or other third parties. The Company does not warrant or guarantee that it can prevent such unauthorized use or misuse, and the Customer is responsible for controlling access to, and use of, its own equipment and facilities.
- 2.4.6. The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against, any claim or loss, expense or damage (including indirect, special or consequential damages, attorney fees or court costs) for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury or harm to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer.
- 2.4.7. THE COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Issued: September 1, 2004 Effective: September 2, 2004

By: Alfredo Parot

#### OHIO TARIFF NO. 1 ORIGINAL SHEET 13

#### LONG-DISTANCE RESALE TARIFF

2.4.8. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company unless the Company or a duly authorized agent or employee of the Company so authorizes in writing.

# 2.5. Provision of Equipment

- 2.5.1. Customer-provided communications equipment at the Customer=s premises for use in connection with Services provided hereunder shall be so constructed, maintained and operated as to work satisfactorily with the Services and facilities of the Company, and/or the Company=s Underlying Carriers. Such Customer-provided equipment shall be in compliance with all applicable rules and regulations of the PUCO and the Federal Communications Commission, the laws of the State of Ohio and the requirements of the Communications Act of 1934, as amended.
- 2.5.2. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to Services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Services under this tariff in the proper manner. Subject to this requirement, the Company shall not be responsible for:
  - A. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
  - B. the reception of signals by Customer-provided equipment; or
  - C. network control signaling where such signaling is performed by Customerprovided network control signaling equipment.

# 2.6. Payment for Services

2.6.1. The Customer is responsible for the payment of all charges for Services furnished to the Customer and Customer=s agent(s) or patrons of the Customer, and for all calls placed by or through Customer=s equipment directly or via any remote access features. The Customer is also responsible for the payment of charges for

Issued: September 1, 2004 Effective: September 2, 2004

By:

#### LONG-DISTANCE RESALE TARIFF

calls originated at the Customer=s numbers which are not collect, third party, calling card or credit card calls.

- 2.6.2. The Company's bills are due upon receipt. If full payment is not received within 30 days after the bill is issued, a late payment penalty on the unpaid balance shall be assessed at the rate of 1.5% per month or at the maximum permissible rate under applicable law, whichever is greater.
- 2.6.3. Disputes with respect to charges must be presented to the Company in writing within one year from the date the bill in question is issued or such bill will be deemed correct and binding on the Customer. If a billing dispute arises, Customer may request, and the Company will provide, a review of the disputed amount. The undisputed portion of the relevant bill and all subsequent bills must continue to be paid on a timely basis.
- 2.6.4. Customers may refer billing disputes and any other complaints to the Company at (800) 501-0123, or to the Public Utilities Commission of Ohio, 180 East Broad Street, Columbus, Ohio 43215-3793, (614) 466-3016.
- 2.6.5. The Customer shall be liable to the Company for the cost of collection of all charges owed to the Company.
- 2.6.6. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the Customer shall pay the reasonable attorneys fees and costs of the Company in prosecuting such proceedings and appeals therefrom. In the event that the Company suspends the provision of Services to the Customer pursuant to the provisions of this tariff, the Company will re-connect the Customer to such Services only when all debts of the Customer to the Company, including accrued interest and other expenses and costs of collection, have been fully discharged to the satisfaction of the Company.
- 2.6.7. All applicable taxes, fees, charges, exactions, or the like which must be paid to any governmental authority C federal, state, local, municipal or otherwise C for the provision of telecommunications services and which, pursuant to the rules and regulations governing such applicable taxes, fees, charges, exactions or the like, may be charged directly to the Customer, will be separately stated on the

Issued: September 1, 2004 Effective: September 2, 2004

OHIO TARIFF NO. 1 ORIGINAL SHEET 15

#### LONG-DISTANCE RESALE TARIFF

Customer's bill and charged to, and collected from, the Customer. It shall be the responsibility of the Customer to pay these taxes, and to accept the liability of any such unpaid taxes that may subsequently become applicable retroactively.

2.6.8. A return check charge of \$20.00 will be assessed for checks returned for insufficient funds.

# 2.7. Billing Entity Conditions

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

#### 2.8. Liability of the Customer

The Customer, and not the Company, shall be liable for damage to the Underlying Carrier=s facilities utilized to provide Services under this tariff that are caused by the negligence or willful act of the Customer or its agent(s), or that result from the improper use of the Underlying Carrier=s facilities by the Customer or its agent(s). Nothing in the foregoing sentence shall be interpreted to hold one Customer liable for another Customer=s actions.

# 2.9. Use of Service

- 2.9.1. The Services offered hereunder may be used to transmit communications of the Customer in a manner consistent with the terms of this tariff, the policies and regulations of the PUCO and the Federal Communications Commission, the laws of the State of Ohio and the requirements of the Communications Act of 1934, as amended. The Services offered hereunder shall not be used for any unlawful purpose.
- 2.9.2. The use of the Company=s services without payment for service and any attempt to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

# 2.10. Interruption of Service

Issued: September 1, 2004 Effective: September 2, 2004

By:

- 2.10.1. 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 applicable law, and may continue such interruption until any items of non-compliance so identified are rectified.
- 2.10.2. The Company will consider customer requests for credit for faulty or incorrect connections and for other problems experienced by customers in the use of the Company=s services on a case-by-case basis, and will provide reasonable credit in those cases in which it determines that the request is justified and the Company was at fault. All credit allowances shall be subject to the provisions of Section 2.4. above. It shall be the obligation of the customer to notify the Company immediately of any service problems for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the problem experienced is not being caused by any action or omission by the customer within the customer=s control.

# 2.11. Restoration of Service

The use and restoration of Service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules of the Federal Communications Commission.

#### 2.12. Billing Arrangements

The Customer will either be billed directly by the Company or its intermediary, or charges will be included in the Customer=s regular telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company. Company may refuse to complete calls made by persons who receive regular telephone bills from a telephone company where for economic, technical and/or operational reasons the Company or its intermediary does not have an effective billing and collection agreement. To determine when calls cannot be completed, according to the company=s records call 1-800-531-0457.

# 2.13. Deposits

Company may require deposits in accordance with the requirements of Ohio law. Any such deposit will be held as a guarantee of the payment cahrges provided for herein.

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By: Alfredo Parot

Americatel Corporation 4045 N.W. 97<sup>th</sup> Avenue

OHIO TARIFF NO. 1 ORIGINAL SHEET 17

#### LONG-DISTANCE RESALE TARIFF

The fact that a deposit has been made in no way relieves the Customer from complying with the prompt payment of bills on presentation. Deposits will be refunded and/or credited in the manner required by the PUCO.

# 2.15. Employee Concessions

Employees of the Company do not receive any discount for any of the Company=s services.

# 2.16. Failure to Notify or Enforce

The failure to give notice of default, to enforce or to insist upon compliance with any of the terms or conditions herein, the waiver of any terms or conditions herein, or the granting of an extension of time for performance by the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions of this tariff shall remain at all times in full force and effect unless and until modified in writing.

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Alfredo Parot Americatel Corporation 4045 N.W. 97<sup>th</sup> Avenue

By:

OHIO TARIFF NO. 1 1<sup>ST</sup> REVISED SHEET 18 CANCELS ORIGINAL SHEET 18

#### LONG-DISTANCE RESALE TARIFF

#### SECTION 3 - DESCRIPTION OF SERVICE

# 3.1. <u>Timing of Calls</u>

# 3.1.1. When Billing Charges Begin and Terminate for Phone Calls

The chargeable time for a long distance call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. When the called party picks up is determined by hardware answer supervision, in which the local telephone company sends a signal to the switch or the software utilizing digital format or audio tone detection. In any case, an unanswered call will not be billed. Chargeable time ends when the calling station hangs up or otherwise terminates the call. If the called station hangs up or otherwise terminates the call but the calling station does not, chargeable time ends when the connection is released either by automatic timing equipment in the telecommunications network or by the Underlying Carrier=s operator.

#### 3.1.2. Billing Increments

A. Unless otherwise specified in this tariff, the minimum call duration for billing purposes is 1 minute for a connected call. Customers will not be billed for calls of 6 seconds less. After the first 6 seconds of a call, the Customer will be billed for 1 minute. Calls beyond 1 minute are billed in 1 minute increments.

Some material previously found on this sheet now found on Original Sheet 18.2

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#### LONG-DISTANCE RESALE TARIFF

# **SECTION 3 - DESCRIPTION OF SERVICE**

# 3.1. Timing of Calls, (Cont'd.)

# 3.1.2. Billing Increments, (Cont'd.)

#### B. For the 1010-123 Prepaid Plan:

Service to Customers is billed by whole minutes, with partial minutes of usage rounded up to the next whole minute as follows:

<u>Domestic Inter-State and Intra-state calls</u>: Customers will not be billed for calls of 10 seconds or less. After the first 11 seconds of a call, the customer will be billed for 1 minute. Calls beyond 1 minute are billed in one minute increments. Fractional increments will be rounded upward to the full increment.

# Example:

Call Duration	Time Charged
Up to and including 10 seconds	No charge
From 11 seconds up to and including 1 minute	One minute
From 1 minute, 1 second up to and including 2 minutes	Two minutes
From 2 minutes, 1 second up to and including 3 minutes	Three minutes
From 3 minutes, 1 second up to and including 4 minutes	Four minutes
Etc.	Etc.

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OHIO TARIFF NO. 1 ORIGINAL SHEET 18.2

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#### LONG-DISTANCE RESALE TARIFF

# **SECTION 3 - DESCRIPTION OF SERVICE**

# 3.1. <u>Timing of Calls</u>, (Cont'd.)

# 3.1.3. Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

# 3.1.4. Uncompleted Calls

There shall be no charge for uncompleted calls.

Material now found on this sheet previously found on Original Sheet 18

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By:

OHIO TARIFF NO. 1 1<sup>ST</sup> REVISED SHEET 19 CANCELS ORGINAL SHEET 19

#### LONG-DISTANCE RESALE TARIFF

#### **SECTION 3 - DESCRIPTION OF SERVICE**

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#### 3.2. Calculation of Distance

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Billing will not be based on distance. Every call within the State of Ohio will be billed, regardless of distance, at rates that vary based on the time and day on which the call is made as indicated in Section 4 below.

#### 3.3. Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate of P.01.

#### 3.4 <u>Service Offerings</u>

#### 3.4.1 Message Telecommunications Service

The Company offers and provides long distance service to residential, business and other customers. Service is available on a full-time basis, 24 hours a day, seven days a week. The Customer utilizes A1+@ dialing for presubscribed service. For casual dial-around non-presubscribed service, the Customer dials 1-0-1-0123-1 and the destination area code and number. Message Telecommunications Services is not available from transient locations such as hospitals, university dormitories or prisons, and is not available from cellular or pay telephones.

Any Customer who has elected to subscribe to Americatel as its primary residential interexchange carrier may also elect to enroll in one of the optional calling plans described in Sections 3.4.1.A and 3.4.1.B. below, which provide discounts on eligible calls. Any Customer who uses Americatel=s Dial Around service, may elect to enroll in the Optional Dial Around Plan described in Section 3.4.1.D.

Some material previously found on this sheet now found on Original Sheet 19.1

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#### LONG-DISTANCE RESALE TARIFF

#### **SECTION 3 - DESCRIPTION OF SERVICE**

#### 3.4 Service Offerings, (Cont'd.)

# 3.4.1 Message Telecommunications Service, (Cont'd.)

#### 3.4.1.A. Residential Presubscribed Calling Plans

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The Company's presubscribed plans are available 24 hours a day, 7 days a week for Customers who have subscribed their BTN (billing telephone number) and other WTNs (working telephone numbers) to Americatel, as their primary long distance service provider or who have enrolled in Americatel's Optional Presubscribed Dial Around Plan. The service is not available for calls placed from pay phones.

Americatel offers two options for accessing its presubscribed plans. Where Americatel serves as the Customer's Primary Interexchange Carrier ("PIC") for presubscribed Message Telephone Service, the Customer utilizes "1+" dialing for presubscribed service. Where Americatel does not serve as the Customer's PIC for presubscribed Message Telephone Service but the Customer instead subscribes to Americatel's Optional Presubscribed Dial Around Plan, the Customer dials 1010-123, then 1 or 011 for presubscribed service.

Where Americatel serves as the Customer's PIC for presubscribed Message Telephone Service, the Customer can access the presubscribed plan by dialing 1-0-1-0123, then 1 or 011 until its PIC presubscribed service is activated.

Upon enrollment in Americatel's Optional Presubscribed Dial Around Plan, the Customer will remain activated and will be billed the Plan's rates and monthly service charges until the Customer calls Americatel to cancel its Optional Presubscribed Dial Around Service.

The bill charges for the Americatel Residential Calling Plans will appear on the customer's bill under the textphrase UNIENDOAMERICA®.

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Issued: July 25, 2007 Effective: July 25, 2007

By:

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#### LONG-DISTANCE RESALE TARIFF

#### **SECTION 3 - DESCRIPTION OF SERVICE**

- 3.4 Service Offerings, (Cont'd.)
  - 3.4.1 Message Telecommunications Service, (Cont'd.)
    - 3.4.1.A. Residential Presubscribed Calling Plans, (Cont'd.)
      - 3.4.1.A.0 Optional Presubscribed Dial Around Plan (Discado Presuscrito)

Customers may combine their subscription to any of the UniendoAmerica presubscribed plans set forth in this tariff with Americatel's Optional Presubscribed Dial Around Plan (Discado Presuscrito) at no extra charge. No preferred interexchange carrier change (PIC) is necessary. Under the Optional Presubscribed Dial Around Plan, Customers access their selected presubscribed Americatel Plans by dialing Americatel's Dial Around Access Code (1010-123).

Customers accessing their presubscribed Plans under this Option by dialing 1010-123 shall be charged the lower overall rate available as between the rates in their selected presubscribed Plan and the Company's 1010-123 Dial Around rates (including connection fees) for the destination in question at the time of the call.

Customers who subscribe to an Americatel presubscribed Plan but for whom Americatel cannot activate a requested PIC change will be activated on their selected Americatel presubscribed Plan combined with this Presubscribed Dial Around Option.

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The Customer shall pay a monthly fee of \$1.95. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B. The Customer shall pay \$.10 per minute for intrastate calls.

The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

#### 3.4.1.A.2. UniendoAmérica Familia

The Customer shall pay a monthly fee of \$2.95. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B. The Customer shall pay \$.10 per minute for intrastate calls.

The Customer will be charged any promotional rates in effect, if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

#### 3.4.1.A.3. <u>UniendoAmérica Tu Gente</u>

The Customer shall pay a monthly fee of \$3.95. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B. The Customer shall pay \$.10 per minute for instrastate calls.

The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

#### 3.4.1.A.4. UniendoAmérica Tu Mundo

The Customer shall pay a monthly fee of \$4.95. The

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Miami, Florida 33178

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Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B. The Customer shall pay \$.10per minute for intrastate calls.

The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

#### 3.4.1.A.5. UniendoAmerica Tu Ahorro

The Customer shall pay a monthly fee of \$2.75. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B. The Customer shall pay \$.10 per minute for intrastate calls.

The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

#### 3.4.1.A.6. UniendoAmérica Plan Econômico

The Customer shall pay a monthly fee of \$2.00. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B. The Customer shall pay \$.10 per minute for intrastate calls.

The Customer will be charged any promotional rates ineffect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

#### 3.4.1.A.7. UniendoAmérica Especial II

The Customer shall pay a monthly fee of \$2.95. The Customer shall pay the applicable Carrier Line Charge

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#### **SECTION 3 - DESCRIPTION OF SERVICE**

# 3.4 <u>Service Offerings</u>, (Cont'd.)

#### 3.4.1 Message Telecommunications Service, (Cont'd.)

#### 3.4.1.A. Residential Presubscribed Calling Plans, (Cont'd.)

#### 3.4.1.A.7. Uniendo América Especial II, (Cont'd.)

contained in Section 4.1.1.B. The Customer shall pay \$.10 per minute for intrastate calls.

The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

# 3.4.1.A.8. <u>UniendoAmérica Especial I</u>

A monthly minimum charge of \$6.00 is applicable to the Customer subscribed to Plan Especial I and Plan Especial I with the Domestic Rate Option. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the \$6.00 figure. To determine the actual bill, all international minutes, domestic minutes and monthly fees must be considered. The minimum bill charges will appear on the Customer=s bill under a generic textphrase UniendoAmerica 1. The Customer shall pay \$.10 per minute for intrastate calls.

The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B.

The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

#### 3.4.1.A.9. [Reserved for Future Use]

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# OHIO TARIFF NO. 1 1<sup>ST</sup> REVISED SHEET 23 CANCELS ORIGINAL SHEET 23

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#### LONG-DISTANCE RESALE TARIFF

#### **SECTION 3 - DESCRIPTION OF SERVICE**

# 3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

3.4.1.A. Residential Presubscribed Calling Plans, (Cont'd.)

#### 3.4.1.A.10. Corta Distancia and Corta Distancia Plus

The Company=s Corta Distancia and Corta Distancia Plus Plans are presubscribed communications services. The product consists of packages of minutes that allow the customer to call for an established amount of minutes at a rate of \$.05 per minute. In exchange, the customer pays a monthly fee that varies by country and size of the package purchased that can range from \$3.00 to \$276.00. The Customer pays \$.10 per minute for intrastate calls.

A monthly minimum charge of \$3.00 is applicable to all Customers subscribed to Corta Distancia plans. The effective date of the monthly minimum is April 1, 2004 for customers subscribed after that date. The effective date of the monthly minimum is May 1, 2004 for customers subscribed before April 1, 2004. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the \$3.00 figure. To determine the actual bill, all international minutes, domestic minutes and monthly fees must be considered. The minimum bill charges will appear on the Customer=s bill under a generic textphrase UniendoAmerica I.

#### 3.4.1.A.11. Habla Más

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The Company=s Habla Más Plan is a presubscribed

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#### LONG-DISTANCE RESALE TARIFF

#### **SECTION 3 - DESCRIPTION OF SERVICE**

- 3.4 Service Offerings, (Cont'd.)
  - 3.4.1 Message Telecommunications Service, (Cont'd.)
    - 3.4.1.A. Residential Presubscribed Calling Plans, (Cont'd.)

### 3.4.1.A.11. Habla Más

communications service. The product consists of packages of minutes that allow customers to call for an established amount of minutes at a rate of 04 per minute. In exchange, customers pay a monthly fee that varies by country and size of the package purchased that can range from \$3.00 to \$276.00. The Customer pays \$.10 per minute for intrastate calls.

A monthly minimum charge of \$3.00 is applicable to all Customers subscribed to Habla Más plans. The effective date of the monthly minimum is April 1, 2004 for customers subscribed after that date. The effective date of the monthly minimum is May 1, 2004 for customers subscribed before April 1, 2004. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the \$3.00 figure. To determine the actual bill, all international minutes, domestic minutes and monthly fees must be considered. The minimum bill charges will appear on the Customer=s bill under a generic textphrase UniendoAmerica I.

Some material previously found on this sheet now found on Original Sheet 24.5

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#### LONG-DISTANCE RESALE TARIFF

#### **SECTION 3 - DESCRIPTION OF SERVICE**

#### 3.4 Service Offerings, (Cont'd.)

#### 3.4.1 Message Telecommunications Service, (Cont'd.)

# 3.4.1.A. Residential Presubscribed Calling Plans, (Cont'd.)

#### 3.4.1.A.12. UniendoAmérica® Super

The Customer shall pay a monthly fee of \$3.95. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B of this tariff. Customer shall pay \$0.15 per minute for intrastate calls.

# 3.4.1.A.13. UniendoAmérica® Hispano

The Customer shall pay a monthly fee of \$1.99. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B of this tariff. Customer shall pay \$0.15 per minute for intrastate calls.

#### 3.4.1.A.14. UniendoAmérica® Latino

The Customer shall pay a monthly fee of \$1.75. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B of this tariff. Customer shall pay \$0.15 per minute for intrastate calls.

#### 3.4.1.A.15. UniendoAmérica® Unido

There is a minimum bill of \$4.99 applicable to customers subscribed to UniendoAmerica® Unido. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the \$4.99 figure. To determine the actual bill, all international minutes, domestic minutes and monthly fees must be considered. The minimum bill charges will appear on the customer's bill under a generic textphrase UNIENDOAMERICA®. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B of this tariff. Customer shall pay \$0.15 per minute for intrastate calls.

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#### LONG-DISTANCE RESALE TARIFF

#### **SECTION 3 - DESCRIPTION OF SERVICE**

#### 3.4 Service Offerings, (Cont'd.)

#### 3.4.1 Message Telecommunications Service, (Cont'd.)

3.4.1.A. Residential Presubscribed Calling Plans, (Cont'd.)

### 3.4.1.A.16. UniendoAmérica® Bandera

There is a minimum bill of \$5.99 applicable to customers subscribed to UniendoAmerica® Bandera. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the \$5.99 figure. To determine the actual bill, all international minutes, domestic minutes and monthly fees must be considered. The minimum bill charges will appear on the customer's bill under a generic textphrase UNIENDOAMERICA®. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B of this tariff. Customer shall pay \$0.15 per minute for intrastate calls.

# 3.4.1.A.17. <u>UniendoAmérica® Cercano</u>

There is a minimum bill of \$12.99 applicable to customers subscribed to UniendoAmerica® Cercano. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the \$12.99 figure. To determine the actual bill, all international minutes, domestic minutes and monthly fees must be considered. The minimum bill charges will appear on the customer's bill under a generic textphrase UNIENDOAMERICA®. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B of this tariff. Customer shall pay \$0.15 per minute for intrastate calls.

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#### LONG-DISTANCE RESALE TARIFF

#### SECTION 3 - DESCRIPTION OF SERVICE

#### 3.4 Service Offerings, (Cont'd.)

#### 3.4.1 Message Telecommunications Service, (Cont'd.)

# 3.4.1.A. Residential Presubscribed Calling Plans, (Cont'd.)

# 3.4.1.A.18. <u>UniendoAmérica® Libre</u>

There is a minimum bill of \$14.99 applicable to customers subscribed to UniendoAmerica® Libre. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the \$14.99 figure. To determine the actual bill, all international minutes, domestic minutes and monthly fees must be considered. The minimum bill charges will appear on the customer's bill under a generic textphrase UNIENDOAMERICA®. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B of this tariff. Customer shall pay \$0.15 per minute for intrastate calls.

#### 3.4.1.A.19 <u>UniendoAmérica® Continente</u>

There is a minimum bill of \$16.99 applicable to customers subscribed to UniendoAmerica® Continente. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the \$16.99 figure. To determine the actual bill, all international minutes, domestic minutes and monthly fees must be considered.

The bill charges will appear on the customer's bill under a generic textphrase UNIENDOAMERICA®. The Customer shall pay \$.15 per minute for intrastate calls.

The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B.

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### LONG-DISTANCE RESALE TARIFF

# **SECTION 3 - DESCRIPTION OF SERVICE**

- 3.4 Service Offerings, (Cont'd.)
  - 3.4.1 Message Telecommunications Service, (Cont'd.)
    - 3.4.1.A. Residential Presubscribed Calling Plans, (Cont'd.)
      - 3.4.1.A.20. <u>UniendoAmérica® Para Tí</u>

There is no monthly fee for this calling plan. The Customer shall pay \$.15 per minute for intrastate calls. The bill charges will appear on the customer's bill under a generic textphrase UNIENDOAMERICA®.

The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B.

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## OHIO TARIFF NO. 1 ORIGINAL SHEET 24.5

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### LONG-DISTANCE RESALE TARIFF

## **SECTION 3 - DESCRIPTION OF SERVICE**

- 3.4 <u>Service Offerings</u>, (Cont'd.)
  - 3.4.1 Message Telecommunications Service, (Cont'd.)
    - 3.4.1.B. Business Presubscribed Calling Plans

3.4.1.B.1. Americatel Business -- Basic Plan (Plan #1)

The Customer shall pay a monthly fee of \$5.95. The customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B. The Customer shall pay \$.10 per minute for intrastate calls.

The Customer will be charged the promotional rates in effect for promotions if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

3.4.1.B.2. Americated Business -- Discount Plan (Plan #2)

Material now found on this sheet previously found on Original Sheet 24

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# OHIO TARIFF NO. 1 1<sup>ST</sup> REVISED SHEET 25 CANCELS ORIGINAL SHEET 25

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#### LONG-DISTANCE RESALE TARIFF

## **SECTION 3 - DESCRIPTION OF SERVICE**

## 3.4 Service Offerings, (Cont'd.)

## 3.4.1 Message Telecommunications Service, (Cont'd.)

3.4.1.B.2.

## 3.4.1.B. Business Presubscribed Calling Plans, (Cont'd.)

Americatel Business -- Discount Plan (Plan #2)

The Customer shall pay a monthly fee of \$7.95. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B. The Customer shall pay \$.10 per minute for intrastate calls.

The Customer will be charged the promotional rates in effect for promotions if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

### 3.4.1.B.3. Americatel Business -- Premium Plan (Plan #3)

The Customer shall pay a monthly fee of \$9.95. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.1.1.B. The Customer shall pay \$.10 per minute for intrastate calls.

The Customer will be charged the promotional rates in effect for promotions if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

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#### LONG-DISTANCE RESALE TARIFF

## **SECTION 3 - DESCRIPTION OF SERVICE**

## 3.4 Service Offerings, (Cont'd.)

## 3.4.1 Message Telecommunications Service, (Cont'd.)

## 3.4.1.B. Business Presubscribed Calling Plans, (Cont'd.)

# 3.4.1.B.4. Americatel Business<sup>TM</sup> -- Ejecutivo Plan (Plan #4)

The Customer shall pay a monthly fee of \$8.00. The Customer shall pay the applicable Carrier Line Charge stated below. Customer shall pay \$.15 per minute for intrastate calls.

# 3.4.1.B.5. <u>Americatel Business<sup>TM</sup> – Professional Plan (Plan #5)</u>

There is a minimum bill of \$25.00 applicable to customers subscribed to Americatel Business Professional. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the \$25.00 figure. To determine the actual bill, all international minutes, domestic minutes and monthly fees must be considered. The minimum bill charges will appear on the customer's bill under textphrase UA Professional. The Customer shall pay the applicable Carrier Line Charge contained stated below. Customer shall pay \$.15 per minute for intrastate calls.

## 3.4.1.B.6. Americatel Business<sup>TM</sup> – Selecto Plan (Plan #6)

The Customer shall pay a monthly fee of \$15.00. The Customer shall pay the applicable Carrier Line Charge stated below. Customer shall pay \$.15 per minute for intrastate calls.

<u>Carrier Line Charge:</u> Where Customer subscribes more than 1 business line to an Americatel Business Plan, a monthly recurring Carrier Line Charge of \$4.68 per line shall apply.

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## LONG-DISTANCE RESALE TARIFF

### **SECTION 3 - DESCRIPTION OF SERVICE**

## 3.4 Service Offerings, (Cont'd.)

# 3.4.1 Message Telecommunications Service, (Cont'd.)

## 3.4.1.C Interim Calling Option

Any Customer who has enrolled in an optional calling plan described in Section 3.4.1.A. shall be charged at the rates for presubscribed Message Telecommunications Service elected through such plan for all calls carried by Americatel, including, for a period of 90 days from the date of enrollment in such plan, those calls that are initiated by dialing Americatel's dial around code (10-10-123). In order to obtain the rate described under this option, the customer must specifically agree to contact its local exchange carrier (LEC) to request that its primary interexchange carrier be changed to Americatel, in the event that Americatel is unable to effect such customer's election without the customer's direct authorization to the LEC.

# 3.4.1.D. Optional Dial Around Plan

By:

Material now found on this sheet previously found on Original Sheet 25

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Tomas Perez, President Americatel Corporation 4045 N.W. 97<sup>th</sup> Avenue Miami, Florida 33178

OHi0701

Any Customer who agrees to pay the monthly fee set forth in any optional Calling Plan may select one (1) destination from the list of destinations and charges in the corresponding Optional Calling Plan, and will be charged the applicable per minute rate for calls to that destination when such calls are initiated by dialing Americatel's dial around code (10-10-123). Calls to all other destinations will be charged at the basic rates for presubscribed Message Telecommunications Service.

## 3.4.2 Americatel Prepaid Phone Card Service

### 3.4.2.A.General

Americatel Prepaid Phone Card Service is a prepaid communications service that allows persons to purchase in advance a specified dollar value of long distance service represented by an Americatel Prepaid Phone Card, and then use such prepaid communications service by placing calls through the access number and Authorization Code printed on the Card.

### 3.4.2.B. Service Availability

Americated Prepaid Phone Card Service is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones located anywhere in the Continental United States when such access is available from Americatel=s Underlying Carrier.

The following types of calls may not be completed using the Americatel Prepaid phone card service.

Calls to 500 numbers
Calls to 700 numbers
Calls to 800 numbers
Calls to 900 numbers
Marine/Satellite Calls
Air to Ground Calls
Intrastate calls in certain states
Directory Assistance Calls

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By: Alfredo Parot

### Operator Services

## 3.4.2.C. Description of Services

Americated Prepaid Phone Cards are available in various denominations ranging from \$5 to \$20, or as otherwise specified by Americatel. The rates and charges applicable to Americated Prepaid Phone Card Service are contained in Section 4.4 below.

All calls must be charged against an Americatel Prepaid Phone Card that has sufficient available balance.

The chargeable time for an Americatel Prepaid Phone Card call is determined by the duration of the call and all calls are real time rated during call progression. Chargeable time begins when the called party answers the call and two-way communications is established. Unless the call is terminated due to depletion of the Card balance, chargeable time ends when the calling party of called station hangs up or otherwise terminates the call.

A call will be interrupted with a warning tone or announcement, in accordance with the terminating location per minute rate, one minute before the available balance reaches zero. Calls in progress will be terminated once the available balance on the Card is insufficient to continue the call.

When the value remaining on the Card is less than the lowest price per first minute, the Card will be retired and the unused balance forfeited.

Each Americatel Prepaid Phone Card expires once the value has been exhausted, or 180 days after its initial use, if the value has not been fully exhausted prior to that time. The Card is not reusable once the value has been exhausted or the Card has expired.

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## 3.4.2.D.Credit Allowances for Interruptions

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A credit allowance for Americatel Prepaid Phone Card Service is applicable for calls that are interrupted due to involuntary disconnection, poor transmission or one way transmission. Credit allowances do not apply to interruptions not reported to Americatel, interruptions due to a failure of power, equipment or systems not provided by Americatel, or for calls placed to wrong numbers. A maximum of 2 credit allowances will be granted per Card.

To receive a credit, the Cardholder must report the interrupted call to Americatel within 24 hours after experiencing the interruption, by calling the customer service number printed on the back of the Card and furnishing the Authorization Code printed on the Card, the called number, the trouble experienced (e.g. cut off, noisy circuit), and the approximate time the interrupted call was made. Americatel will verify the information by reviewing the Card=s Authorization Code history. If warranted, the Card that was used to place the interrupted call will be credited a dollar amount equivalent to: (a) the per call access charge applicable to the interrupted call, plus (b) the amount calculated by multiplying the price per minute applicable to the interrupted call by the actual duration of the interrupted call or two (2) minutes, whichever is less.

### 3.4.3. Americatel Ohio No Connection Fee Prepaid Phone Card Service

#### 3.4.3.A. General

Americatel Ohio No Connection Fee Prepaid Phone Card Service is a prepaid communications service that allows persons to purchase in advance a specified dollar value of long distance service represented by an Americatel Ohio No Connection Fee Prepaid Phone Card, and then use such prepaid communications service by placing calls through the access number and Authorization Code printed on the Card.

### 3.4.3.B. Service Availability

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#### LONG-DISTANCE RESALE TARIFF

Americatel Ohio No Connection Fee Prepaid Phone Card Service is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones, and access might be restricted to phones located in Ohio when such access is available from Americatel=s Underlying Carrier.

The following types of calls may not be completed using the Americatel Ohio No Connection Fee Prepaid Phone Card Service:

Calls to 500 numbers
Calls to 700 numbers
Calls to 800 numbers
Calls to 900 numbers
Marine/Satellite Calls
Air to Ground Calls
Directory Assistance Calls
Operator Services

### 3.4.3.C. <u>Description of Service</u>

Americatel Ohio No Connection Fee Prepaid Phone Cards are available in various denominations ranging from \$5 to \$20, or as otherwise specified by Americatel. The rates and charges applicable to Americatel Ohio No Connection Fee Prepaid Phone Card Service are contained in Section 4.4.3 below.

All calls must be charged against an Americatel Ohio No Connection Fee Prepaid Phone Card that has sufficient available balance.

The chargeable time for an Americatel Ohio No Connection Fee Prepaid Phone Card call is determined by the duration of the call. Chargeable time begins when the called party answers the call and two-way communications is established. Chargeable time ends when the calling or called station hangs up or otherwise terminates the call. Per minute rate charges are based on the terminating

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OHIO TARIFF NO. 1 ORIGINAL SHEET 30

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#### LONG-DISTANCE RESALE TARIFF

location of the call.

Calls in progress will be terminated once the available balance on the Card is insufficient to continue the call. When the value remaining on the Card is less than twice the lowest per minute rate, the Card will be retired and the unused balance forfeited.

Each Americatel Ohio No Connection Fee Prepaid Phone Card expires once the value has been exhausted, or 180 days after its initial use, or as stipulated on the back of the card, if the value has not been fully exhausted prior to that time. The Card is not reusable once the value has been exhausted or the Card has expired.

# 3.4.3.D Credit Allowances for Interruptions

Credit is applicable to the portion of the call that is interrupted due to cut off, poor transmission or one way transmission. Americatel will not grant credit for reaching the wrong number. The customer will receive credit on a per minute basis, plus the maintenance charge if applicable. No more than 2 credit allowances will be granted to the same PIN number. To receive the proper credit, the customer must notify immediately the company at the designated customer service number printed on the back of the card and furnish the called number, the trouble experienced [e.g. cut off, noisy circuit], and the approximate time the call was made. The customer service representative will check the validity of the complaint by reviewing the PIN history.

Credit allowances do not apply for interruption not reported to the company, interruption due to failure of power, equipment or systems not provided by Americatel.

### 3.4.4. Americatel Global Prepaid Phone Card Service

3.4.4.A. General

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Americatel Corporation 4045 N.W. 97<sup>th</sup> Avenue

Miami, Florida 33178

Americatel Global Prepaid Phone Card Service is a prepaid communications service that allows persons to purchase in advance a specified dollar value of long distance service represented by an Americatel Global Prepaid Phone Card, and then use such prepaid communications service by placing calls through the access number and Authorization Code printed on the Card.

## 3.4.4.B. Service Availability

Americated Global Prepaid Phone Card Service is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones located within the Continental USA when such access is available from Americatel=s Underlying Carrier.

The following types of calls may not be completed using the Americatel Global Prepaid Phone Card Service:

Calls to 500 numbers
Calls to 700 numbers
Calls to 800 numbers
Calls to 900 numbers
Marine/Satellite Calls
Air to Ground Calls
Directory Assistance Calls
Operator Services

### 3.4.4.C. Description of Service

Americatel Global Prepaid Phone Cards are available in various denominations ranging from \$5 to \$20, or as otherwise specified by Americatel. The rates and charges applicable to Americatel Global Prepaid Phone Card Service are contained in Section 4.4.4 below.

All calls must be charged against an Americatel Global Prepaid Phone Card that has sufficient available balance.

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Americatel Corporation 4045 N.W. 97th Avenue

The chargeable time for an Americatel Global Prepaid Phone Card call is determined by the duration of the call. Chargeable time begins when the called party answers the call and two-way communications is established. Chargeable time ends when the calling or called station hangs up or otherwise terminates the call. Per minute rate charges are based on the terminating location of the call. Calls in progress will be terminated once the available balance on the Card is insufficient to continue the call. When the value remaining on the Card is less than twice the lowest per minute rate, the Card will be retired and the unused balance forfeited.

Each Americatel Global Prepaid Phone Card expires once the value has been exhausted, or 180 days after its initial use, or as stipulated on the back of the card, if the value has not been fully exhausted prior to that time. The Card is not reusable once the value has been exhausted or the Card has expired.

### 3.4.4.D <u>Credit Allowances for Interruptions</u>

Credit is applicable to the portion of the call that is interrupted due to cut off, poor transmission or one way transmission. Americatel will not grant credit for reaching the wrong number. The customer will receive credit on a per minute basis, plus the maintenance charge if applicable. No more than 2 credit allowances will be granted to the same PIN number. To receive the proper credit, the customer must notify immediately the company at the designated customer service number printed on the back of the card and furnish the called number, the trouble experienced [e.g. cut off, noisy circuit], and the approximate time the call was made. The customer service representative will check the validity of the complaint by reviewing the PIN history.

Credit allowances do not apply for interruption not reported to the company, interruption due to failure of power, equipment or systems not provided by Americatel.

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### 3.4.5. Americatel Global No Connection Fee Prepaid Phone Card Service

### 3.4.5.A. General

Americatel Global No Connection Fee Prepaid Phone Card Service is a prepaid communications service that allows persons to purchase in advance a specified dollar value of long distance service represented by an Americatel Global No Connection Fee Prepaid Phone Card, and then use such prepaid communications service by placing calls through the access number and Authorization Code printed on the Card.

## 3.4.5.B. Service Availability

Americated Global No Connection Fee Prepaid Phone Card Service is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones located within the Continental USA when such access is available from Americatel=s Underlying Carrier.

The following types of calls may not be completed using the Americatel Global No Connection Fee Prepaid Phone Card Service:

Calls to 500 numbers
Calls to 700 numbers
Calls to 800 numbers
Calls to 900 numbers
Marine/Satellite Calls
Air to Ground Calls
Directory Assistance Calls
Operator Services

### 3.4.5.C. Description of Service

Americatel Global No Connection Fee Prepaid Phone Cards are available in various denominations ranging from \$5 to \$20, or as otherwise specified by Americatel. The rates and charges

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applicable to Americatel Global No Connection Fee Prepaid Phone Card Service are contained in Section 4.4.5 below.

All calls must be charged against an Americatel Global No Connection Fee Prepaid Phone Card that has sufficient available balance.

The chargeable time for an Americatel Global No Connection Fee Prepaid Phone Card call is determined by the duration of the call. Chargeable time begins when the called party answers the call and twoway communications is established. Chargeable time ends when the calling or called station hangs up or otherwise terminates the call. Per minute rate charges are based on the terminating location of the call.

Calls in progress will be terminated once the available balance on the Card is insufficient to continue the call. When the value remaining on the Card is less than twice the lowest per minute rate, the Card will be retired and the unused balance forfeited.

Each Americatel Global No Connection Fee Prepaid Phone Card expires once the value has been exhausted, or 180 days after its initial use, or as stipulated on the back of the card, if the value has not been fully exhausted prior to that time. The Card is not reusable once the value has been exhausted or the Card has expired.

### 3.4.5.D Credit Allowances for Interruptions

Credit is applicable to the portion of the call that is interrupted due to cut off, poor transmission or one way transmission. Americatel will not grant credit for reaching the wrong number. The customer will receive credit on a per minute basis, plus the maintenance charge if applicable. No more than 2 credit allowances will be granted to the same PIN number. To receive the proper credit, the customer must notify immediately the company at the designated customer service number printed on the back of the card and furnish the called number, the trouble experienced [e.g. cut off,

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By:

noisy circuit], and the approximate time the call was made. The customer service representative will check the validity of the complaint by reviewing the PIN history.

Credit allowances do not apply for interruption not reported to the company, interruption due to failure of power, equipment or systems not provided by Americatel.

## 3.4.6. Americated First Choice Prepaid Phone Card Service

### 3.4.6.A. General

Americatel First Choice Prepaid Phone Card Service is a prepaid communications service that allows persons to purchase in advance a specified dollar value of long distance service represented by an Americatel First Choice Prepaid Phone Card, and then use such prepaid communications service by placing calls through the access number and Authorization Code printed on the Card.

### 3.4.6.B. Service Availability

Americated First Choice Prepaid Phone Card Service is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones located within the Continental USA when such access is available from Americatel=s Underlying Carrier.

The following types of calls may not be completed using the Americatel First Choice Prepaid Phone Card Service:

Calls to 500 numbers
Calls to 700 numbers
Calls to 800 numbers
Calls to 900 numbers
Marine/Satellite Calls
Air to Ground Calls
Directory Assistance Calls
Operator Services

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### 3.4.6.C. Description of Service

Americated First Choice Prepaid Phone Cards are available in various denominations ranging from \$5 to \$20, or as otherwise specified by Americated. The rates and charges applicable to Americated First Choice Prepaid Phone Card Service are contained in Section 4.4.6 below.

All calls must be charged against an Americatel First Choice Prepaid Phone Card that has sufficient available balance.

The chargeable time for an Americatel First Choice Prepaid Phone Card call is determined by the duration of the call. Chargeable time begins when the called party answers the call and two-way communications is established. Chargeable time ends when the calling or called station hangs up or otherwise terminates the call. Per minute rate charges are based on the terminating location of the call. Calls in progress will be terminated once the available balance on the Card is insufficient to continue the call.

When the value remaining on the Card is less than twice the lowest per minute rate, the Card will be retired and the unused balance forfeited.

Each Americatel First Choice Prepaid Phone Card expires once the value has been exhausted, or 180 days after its initial use, or as stipulated on the back of the card, if the value has not been fully exhausted prior to that time. The Card is not reusable once the value has been exhausted or the Card has expired.

### 3.4.6.D Credit Allowances for Interruptions

Credit is applicable to the portion of the call that is interrupted due to cut off, poor transmission or one way transmission. Americated will not grant credit for reaching the wrong number. The customer will receive credit on a per minute basis, plus the maintenance

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### LONG-DISTANCE RESALE TARIFF

charge if applicable. No more than 2 credit allowances will be granted to the same PIN number. To receive the proper credit, the customer must notify immediately the company at the designated customer service number printed on the back of the card and furnish the called number, the trouble experienced [e.g. cut off, noisy circuit], and the approximate time the call was made. The customer service representative will check the validity of the complaint by reviewing the PIN history.

Credit allowances do not apply for interruption not reported to the company, interruption due to failure of power, equipment or systems not provided by Americatel.

## 3.4.7. Americated First Choice No Connection Fee Prepaid Phone Card Service

#### 3.4.7.A. General

Americatel First Choice No Connection Fee Prepaid Phone Card Service is a prepaid communications service that allows persons to purchase in advance a specified dollar value of long distance service represented by an Americatel First Choice No Connection Fee Prepaid Phone Card, and then use such prepaid communications service by placing calls through the access number and Authorization Code printed on the Card.

### 3.4.7.B. Service Availability

Americated First Choice No Connection Fee Prepaid Phone Card Service is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones located within the Continental USA when such access is available from Americatel=s Underlying Carrier.

The following types of calls may not be completed using the Americatel First Choice No Connection Fee Prepaid Phone Card Service:

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Calls to 500 numbers
Calls to 700 numbers
Calls to 800 numbers
Calls to 900 numbers
Marine/Satellite Calls
Air to Ground Calls
Directory Assistance Calls
Operator Services

## 3.4.7.C. <u>Description of Service</u>

Americated First Choice No Connection Fee Prepaid Phone Cards are available in various denominations ranging from \$5 to \$20, or as otherwise specified by Americatel. The rates and charges applicable to Americated First Choice No Connection Fee Prepaid Phone Card Service are contained in Section 4.4.7 below.

All calls must be charged against an Americatel First Choice No Connection Fee Prepaid Phone Card that has sufficient available balance.

The chargeable time for an Americatel First Choice No Connection Fee Prepaid Phone Card call is determined by the duration of the call.

Chargeable time begins when the called party answers the call and twoway communications is established. Chargeable time ends when the calling or called station hangs up or otherwise terminates the call. Per minute rate charges are based on the terminating location of the call. Calls in progress will be terminated once the available balance on the Card is insufficient to continue the call. When the value remaining on the Card is less than twice the lowest per minute rate, the Card will be retired and the unused balance forfeited.

Each Americatel First Choice No Connection Fee Prepaid Phone Card expires once the value has been exhausted, or 180 days after

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its initial use, or as stipulated on the back of the card, if the value has not been fully exhausted prior to that time. The card is not reusable once the value has been exhausted or the Card has expired.

### 3.4.7.D Credit Allowances for Interruptions

Credit is applicable to the portion of the call that is interrupted due to cut off, poor transmission or one way transmission. Americatel will not grant credit for reaching the wrong number. The customer will receive credit on a per minute basis, plus the maintenance charge if applicable. No more than 2 credit allowances will be granted to the same PIN number. To receive the proper credit, the customer must notify immediately the company at the designated customer service number printed on the back of the card and furnish the called number, the trouble experienced [e.g. cut off, noisy circuit], and the approximate time the call was made. The customer service representative will check the validity of the complaint by reviewing the PIN history.

Credit allowances do not apply for interruption not reported to the company, interruption due to failure of power, equipment or systems not provided by Americatel.

### 3.4.8. Americated Prepaid Collection Card Service

#### 3.4.8.A. General

Americatel Prepaid Collection Card Service is a prepaid communications service that allows persons to purchase in advance a specified dollar value of long distance service represented by an Americatel Prepaid Collection Card, and then use such prepaid communications service by placing calls through the access number and Authorization Code printed on the Card.

The Americatel Prepaid Collection Cards offer limited-time varying themes for the users to collect as a series. The illustrations

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Miami, Florida 33178

printed in the cards of a collectible series follow a similar theme and vary after a specified time.

# 3.4.8.B. Service Availability

Americated Prepaid Collection Card Service is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones located within the Continental USA when such access is available from Americatel=s Underlying Carrier.

The following types of calls may not be completed using the Americatel Prepaid Collection Card:

Calls to 500 numbers
Calls to 700 numbers
Calls to 800 numbers
Calls to 900 numbers
Marine/Satellite Calls
Air to Ground Calls
Directory Assistance Calls
Operator Services

### 3.4.8.C. Description of Service

Americatel Prepaid Collection Cards are available in various denominations ranging from \$5 to \$20, or as otherwise specified by Americatel. The rates and charges applicable to Americatel Prepaid Collection Card are contained in Section 4.4.8 below.

All calls must be charged against an Americatel Prepaid Collection Card that has sufficient available balance.

The chargeable time for an Americatel Prepaid Collection Card call is determined by the duration of the call. Chargeable time begins when the called party answers the call and two-way communications is established. Chargeable time ends when the calling or called station hangs up or otherwise terminates the call.

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4045 N.W. 97<sup>th</sup> Avenue

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AMERICATEL CORPORATION d/b/a 1010 123 Americatel d/b/a Ametex d/b/a 1 800 3030 123 Americatel Collect

#### LONG-DISTANCE RESALE TARIFF

Per minute rate charges are based on the terminating location of the call. Calls in progress will be terminated once the available balance on the Card is insufficient to continue the call. When the value remaining on the Card is less than twice the lowest per minute rate, the Card will be retired and the unused balance forfeited.

Each Americatel Prepaid Collection Card expires once the value has been exhausted, or 180 days after its initial use, or as stipulated on the back of the card, if the value has not been fully exhausted prior to that time. The Card is not reusable once the value has been exhausted or the Card has expired.

## 3.4.8.D Credit Allowances for Interruptions

Credit is applicable to the portion of the call that is interrupted due to cut off, poor transmission or one way transmission. Americatel will not grant credit for reaching the wrong number. The customer will receive credit on a per minute basis, plus the maintenance charge if applicable. No more than 2 credit allowances will be granted to the same PIN number. To receive the proper credit, the customer must notify immediately the company at the designated customer service number printed on the back of the card and furnish the called number, the trouble experienced [e.g. cut off, noisy circuit], and the approximate time the call was made. The customer service representative will check the validity of the complaint by reviewing the PIN history.

Credit allowances do not apply for interruption not reported to the company, interruption due to failure of power, equipment or systems not provided by Americatel.

## 3.4.9. Americated Prepaid Collection Card No Connection Fee Service

3.4.9.A. General

Americatel Prepaid Collection Card No Connection Fee Service is

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a prepaid communications service that allows persons to purchase in advance a specified dollar value of long distance service represented by an Americatel Prepaid Collection Card No Connection Fee, and then use such prepaid communications service by placing calls through the access number and Authorization Code printed on the Card.

The Americatel Prepaid Collection Card No Connection Fee cards offer limited-time varying themes for the users to collect as a series. The illustrations printed in the cards of a collectible series follow a similar theme and vary after a specified time period.

## 3.4.9.B. Service Availability

Americated Prepaid Collection Card No Connection Fee Service is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones located within the Continental USA when such access is available from Americatel=s Underlying Carrier.

The following types of calls may not be completed using the Americatel Prepaid Collection Card No Connection Fee Service:

Calls to 500 numbers
Calls to 700 numbers
Calls to 800 numbers
Calls to 900 numbers
Marine/Satellite Calls
Air to Ground Calls
Directory Assistance Calls
Operator Services

### 3.4.9.C. Description of Service

Americated Prepaid Collection Card No Connection Fee Cards are available in various denominations ranging from \$5 to \$20, or as otherwise specified by Americated. The rates and charges

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applicable to Americatel Prepaid Collection Card No Connection Fee Service are contained in Section 4.4.9 below.

All calls must be charged against an Americatel Prepaid Collection Card No Connection Fee Card that has sufficient available balance.

The chargeable time for an Americatel Prepaid Collection Card No Connection Fee call is determined by the duration of the call. Chargeable time begins when the called party answers the call and two-way communications is established. Chargeable time ends when the calling or called station hangs up or otherwise terminates the call. Per minute rate charges are based on the terminating location of the call. Calls in progress will be terminated once the available balance on the Card is insufficient to continue the call. When the value remaining on the Card is less than twice the lowest per minute rate, the Card will be retired and the unused balance forfeited.

Each Americatel Prepaid Collection Card No Connection Fee Card expires once the value has been exhausted, or 180 days after its initial use, or as stipulated on the back of the card, if the value has not been fully exhausted prior to that time. The Card is not reusable once the value has been exhausted or the Card has expired.

### 3.4.9.D. Credit Allowances for Interruptions

Credit is applicable to the portion of the call that is interrupted due to cut off, poor transmission or one way transmission. Americatel will not grant credit for reaching the wrong number. The customer will receive credit on a per minute basis, plus the maintenance charge if applicable. No more than 2 credit allowances will be granted to the same PIN number. To receive the proper credit, the customer must notify immediately the company at the designated customer service number printed on the back of the card and furnish the called number, the trouble experienced [e.g. cut off, noisy circuit], and the approximate time

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Effective: September 2, 2004

#### LONG-DISTANCE RESALE TARIFF

the call was made. The customer service representative will check the validity of the complaint by reviewing the PIN history.

Credit allowances do not apply for interruption not reported to the company, interruption due to failure of power, equipment or systems not provided by Americatel.

### 3.4.10. Prepaid Collection Card Service

## 3.4.10.A. General

Prepaid Collection Card Service is a prepaid communications service that allows persons to purchase in advance a specified dollar value of long distance service represented by an Americatel Prepaid Collection Card, and then use such prepaid communications service by placing calls through the access number and Authorization Code printed on the Card.

The Prepaid Collection Cards offer limited-time varying themes for the users to collect as a series. The illustrations printed in the cards of a collectible series follow a similar theme and vary after a specified time.

# 3.4.10.B. Service Availability

Prepaid Collection Card Service is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones located within the Continental USA when such access is available from Americatel=s Underlying Carrier.

The following types of calls may not be completed using the Prepaid Collection Card:

Calls to 500 numbers Calls to 700 numbers Calls to 800 numbers Calls to 900 numbers Marine/Satellite Calls

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#### LONG-DISTANCE RESALE TARIFF

Air to Ground Calls Directory Assistance Calls Operator Services

### 3.4.10.C. Description of Service

Prepaid Collection Cards are available in various denominations ranging from \$5 to \$20, or as otherwise specified by Americatel. The rates and charges applicable to Prepaid Collection Card are contained in Section 4.4.10 below.

All calls must be charged against an Prepaid Collection Card that has sufficient available balance.

The chargeable time for an Prepaid Collection Card call is determined by the duration of the call. Chargeable time begins when the called party answers the call and two-way communications is established. Chargeable time ends when the calling or called station hangs up or otherwise terminates the call. Per minute rate charges are based on the terminating location of the call. Calls in progress will be terminated once the available balance on the Card is insufficient to continue the call. When the value remaining on the Card is less than twice the lowest per minute rate, the Card will be retired and the unused balance forfeited.

Each Prepaid Collection Card expires once the value has been exhausted, or 180 days after its initial use, or as stipulated on the back of the card, if the value has not been fully exhausted prior to that time. The Card is not reusable once the value has been exhausted or the Card has expired.

### 3.4.10.D. Credit Allowances for Interruptions

Credit is applicable to the portion of the call that is interrupted due to cut off, poor transmission or one way transmission. Americatel will not grant credit for reaching the wrong number. The customer

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will receive credit on a per minute basis, plus the maintenance charge if applicable. No more than 2 credit allowances will be granted to the same PIN number. To receive the proper credit, the customer must notify immediately the company at the designated customer service number printed on the back of the card and furnish the called number, the trouble experienced [e.g. cut off, noisy circuit], and the approximate time the call was made. The customer service representative will check the validity of the complaint by reviewing the PIN history.

Credit allowances do not apply for interruption not reported to the company, interruption due to failure of power, equipment or systems not provided by Americatel.

# 3.4.11. Prepaid Collection Card No Connection Fee Service

### 3.4.11.A. General

Prepaid Collection Card No Connection Fee Service is a prepaid communications service that allows persons to purchase in advance a specified dollar value of long distance service represented by a Prepaid Collection Card No Connection Fee Card, and then use such prepaid communications service by placing calls through the access number and Authorization Code printed on the Card.

The Prepaid Collection Card No Connection Fee cards offer limited-time varying themes for the users to collect as a series. The illustrations printed in the cards of a collectible series follow a similar theme and vary after a specified time period.

### 3.4.11.B. Service Availability

Prepaid Collection Card No Connection Fee Service is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones located within the Continental USA when such access is available from Americatel=s Underlying Carrier.

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The following types of calls may not be completed using the Prepaid Collection Card No Connection Fee Service:

Calls to 500 numbers
Calls to 700 numbers
Calls to 800 numbers
Calls to 900 numbers
Marine/Satellite Calls
Air to Ground Calls
Directory Assistance Calls
Operator Services

## 3.4.11.C. Description of Service

Prepaid Collection Card No Connection Fee cards are available in various denominations ranging from \$5 to \$20, or as otherwise specified by Americatel. The rates and charges applicable to Prepaid Collection Card No Connection Fee Service are contained in Section 4.4.11 below.

All calls must be charged against an Prepaid Collection Card No Connection Fee Card that has sufficient available balance.

The chargeable time for an Prepaid Collection Card No Connection Fee call is determined by the duration of the call. Chargeable time begins when the called party answers the call and two-way communications is established. Chargeable time ends when the calling or called station hangs up or otherwise terminates the call. Per minute rate charges are based on the terminating location of the call. Calls in progress will be terminated once the available balance on the Card is insufficient to continue the call. When the value remaining on the Card is less than twice the lowest per minute rate, the Card will be retired and the unused balance forfeited.

Each Prepaid Collection Card No Connection Fee Card expires once the value has been exhausted, or 180 days after its initial use,

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#### LONG-DISTANCE RESALE TARIFF

or as stipulated on the back of the card, if the value has not been fully exhausted prior to that time. The Card is not reusable once the value has been exhausted or the Card has expired.

## 3.4.11.D. Credit Allowances for Interruptions

Credit is applicable to the portion of the call that is interrupted due to cut off, poor transmission or one way transmission. Americatel will not grant credit for reaching the wrong number. The customer will receive credit on a per minute basis, plus the maintenance charge if applicable. No more than 2 credit allowances will be granted to the same PIN number. To receive the proper credit, the customer must notify immediately the company at the designated customer service number printed on the back of the card and furnish the called number, the trouble experienced [e.g. cut off, noisy circuit], and the approximate time the call was made. The customer service representative will check the validity of the complaint by reviewing the PIN history.

Credit allowances do not apply for interruption not reported to the company, interruption due to failure of power, equipment or systems not provided by Americatel.

## 3.4.12. Pin Hosting Service

### 3.4.12.A. General

Pin Hosting is a service in which Americatel appears as the company providing the prepaid phone card service. An associated company appears as the brand name of the card. Americatel as the provider of the service will perform certain activities; such activities may include, but not be limited to the following:

<u>Prepaid Platform Access</u>: Such access may be through a local 800 number, a national 800 number of local access. The nature and coverage of such access will be specified.

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<u>Pin Generation</u>: Americatel will generate PINS in denominations varying from \$5 to \$20 or as otherwise specified.

<u>Pin Activation</u>: One a per request basis, Americatel will activate PINS in the platforms.

<u>Platform Debiting</u>: Platform will deduct from available prepaid phone card=s balances. Such deduction depends on the destination call, the duration of the calls and the programmed charges. Such charges may vary and may include but are not limited to the following: Per minute charge, per call charge, maintenance fee, service fee, rounding, payphone compensation, etc. The amount and the nature of the charges programmed will be a customized implementation according to the associated company=s request.

<u>Termination</u>: Americatel will terminate minutes domestically or internationally.

<u>Customer Service</u>: Americatel may provide customer service. Such service will aid the customer with questions or complaints related to the prepaid service being offered.

### 3.5 Dial-Around Code 10-15-688 AMETEX

#### General

Ametex 10-15-688 dial-around code is a communications service that allows customers to place long distance calls from their home telephone number or business number to international and domestic destinations.

Service Availability

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OHIO TARIFF NO. 1 ORIGINAL SHEET 50

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### LONG-DISTANCE RESALE TARIFF

Ametex 10-15-688 is available 24 hours a day, 7 days a week from residential and some small business phones located within the Continental United States. The service is not available to place calls from hotels, prisons, cellular phones, large businesses and pay phones.

### Credit Allowances for Interruptions

Credit is applicable to the portion of the call that is interrupted due to cut off, poor transmission or one way transmission. Ametex will not grant credit for reaching the wrong number. The customer will receive credit on a per minute basis [in this case it is for the full amount of the first ten minutes], but there will be no credit issued for calls over ten minutes. There will only be one allowance granted per phone number per month.

To receive proper credit, the customer must notify immediately the company about the trouble experienced [e.g. cut off, noisy circuit], and the approximate time the call was made. The customer service representative will validate the complaint by revising the ANI=s calling history. The customer can contact us at the designated customer service number of Ametex, or at the Billing Concepts, Inc. (AUSBI@) customer service number published in the clients= monthly telephone bill.

Credit allowances do not apply for interruption not reported to the company, interruption due to failure of power, equipment or systems not provided by Ametex.

### 3.6 1-800-3030-123 Americatel Collect Service

### General

The 1-800-3030-123 Americatel Collect Service is a communications service that allows persons to make domestic long distance or local collect calls by accessing the toll free access number. The call is billed to the called party=s telephone number billing account, provided the called party accepts the charges at the time of the call.

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### LONG-DISTANCE RESALE TARIFF

# Service Availability

The 1-800-3030-123 Americatel Collect Service is available 24 hours a day, 7 days a week from Dual Tone Multi Frequency phones located within the Continental USA when such access is available from Americatel=s Underlying Carrier.

### Credit Allowances

A credit up to the sum of the connection charge plus the first minute rate is granted for claims on interrupted calls due to cut off, poor transmission or one-way transmission. Americatel will not grant credit for reaching the wrong number. No more than 2 credit allowances will be granted to the same ANI during the same billing period. Credit allowances do not apply for interruption not reported to the company, interruption due to failure of power, equipment or systems not provided by Americatel.

For claims on billing errors or disputes on charges, the credit allowed, if any, will vary depending on the Customer Service Representative=s discretion.

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Americatel Corporation 4045 N.W. 97<sup>th</sup> Avenue

By:

### **SECTION 3 - DESCRIPTION OF SERVICE**

# 3.7 <u>Dial-Around Code 10-10-123 Americatel</u>

(N)

(N)

## 3.7.1 General

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The 10-10-123 Americated dial-around code is a communications service that allows customers to place long distance calls from their home telephone number, cellphone numbers or small business number to international and domestic destinations.

# 3.7.2 Service Availability

10-10-123 Americated is available 24 hours a day 7 days a week for residential and business telephones located within the Continental United States. The service is not available to calls placed from hotels, prisons, large businesses and pay phones.

## 3.7.3 Interruption of Service

Without incurring liability, Americatel may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with regulations set forth in this Tariff and applicable law, and may continue such interruption without liability until any items of non-compliance so identified are rectified.

Americatel will consider Customer requests for credit for faulty or incorrect connections and for other problems experienced by customers in the use of the Americatel's services on a case-by-case basis, and will provide reasonable credit in those cases in which it determines that the request is justified and Americatel was at fault. It shall be the obligation of the Customer to notify Americatel immediately of any service problems for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the problem experienced is not being caused by any action or omission by the Customer within the Customer's control.

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By: Tomas Perez, President Americatel Corporation 4045 N.W. 97<sup>th</sup> Avenue Miami, Florida 33178

(N)

(N)

## LONG-DISTANCE RESALE TARIFF

## **SECTION 3 - DESCRIPTION OF SERVICE**

## 3.8 <u>1010-123 Prepaid<sup>TM</sup> Plan</u>

### 3.8.1. General

The 1010-123 Prepaid<sup>TM</sup> Plan is a prepaid communications service that allows persons to purchase in advance a specified dollar value of Americatel's long distance service. Customer shall access his or her 1010-123 Prepaid<sup>TM</sup> plan by dialing 1010-123 plus 1 plus the number they are calling (for domestic long distance calls) or 1010-123 plus 011 plus the number they are calling (for international calls). The service will remain activated until Customer calls Americatel to cancel the service.

The following types of calls may not be completed using the 1010-123 Prepaid Plan: Calls to 500 numbers, Calls to 700 numbers, Calls to 800 or other toll free numbers, Calls to 900 numbers, Marine/Satellite Calls, Air to Ground Calls, Directory Assistance Calls, Calls to Operator Services and calls from cell phones, hotels or prisons.

The 1010-123 Prepaid™ plan is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones located anywhere in the Continental United States when such access is available from Americatel's Underlying Carrier.

Under the 1010-123 Prepaid™ plan, service is available in initial minimum purchase increments of \$20, \$30, \$40 or \$50. Customers may recharge their accounts in increments of \$10, \$20, \$30, \$40 or \$50. The purchase of the service entitles a Customer to use the service until his or her account balance is depleted.

The 1010-123 Prepaid<sup>™</sup> plan must be purchased using a major credit or check card (VISA, MasterCard, or another card from among the ones then currently available to Americatel). All calls must be charged against a 1010-123 Prepaid<sup>™</sup> plan account that has a sufficient available balance.

Under the 1010-123 Prepaid™ plan, Customers will be charged an intrastate per-minute rate of \$.15.

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## OHIO TARIFF NO. 1 ORIGINAL SHEET 51.3

#### LONG-DISTANCE RESALE TARIFF

### **SECTION 3 - DESCRIPTION OF SERVICE**

# 3.8 <u>1010-123 Prepaid<sup>TM</sup> Plan</u>, (Cont'd.)

(N)

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# 3.8.2 <u>Credit Allowances for Interruptions</u>

A credit allowance for the 1010-123 Prepaid<sup>TM</sup> plan is applicable for calls that are interrupted due to involuntary disconnection, poor transmission or one way transmission. Credit allowances do not apply to interruptions not reported to Americatel or for interruptions due to a failure of power, equipment or systems not provided by Americatel, or for calls placed to wrong numbers. A maximum of 2 credit allowances will be granted per Month.

To receive a credit, the 1010-123 Prepaid<sup>TM</sup> plan account holder must report the interrupted call to Americatel within 24 hours after experiencing the interruption, by calling Americatel's customer service number and furnishing the account holder's telephone number, the called number, the trouble experienced (e.g. cut off, noisy circuit), and the approximate time the interrupted call was made. Americatel will verify the information by reviewing the account history. If warranted, the account that was used to place the interrupted call will be credited a dollar amount equivalent to the amount calculated by multiplying the price per minute applicable to the interrupted call by the actual duration of the interrupted call or two (2) minutes, whichever is less.

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## **SECTION 3 - DESCRIPTION OF SERVICE**

### 3.9 LineaPais<sup>TM</sup>

### (N)

## 3.9.1. General

The LineaPais<sup>TM</sup> Plan is a communications service that contains two components. The Customer shall be assigned a telephone number in his or her chosen foreign country (from among Americatel's then current offerings) that the Customer's relatives and associates in that designated foreign country may call to be connected to the Customer's subscribed telephone line in the United States (Foreign Local Number of "FLN" Component). The Service's Discado Presuscrito component (DP Component) will allow Customers to receive special Plan rates for long distance calls made from the Customer's subscribed telephone number in the United States. Customers will access the DP Component of the LineaPais<sup>TM</sup> Plan by dialing 1010-123 plus 1 plus the number they are calling (for domestic long distance calls) or 1010 123 plus 011 plus the number they are calling (for international calls).

Customers who subscribe to the LineaPais<sup>TM</sup> Plan shall be charged a monthly fee of \$19.95. Customers who were previously subscribed to the LineaPais<sup>TM</sup> plan, but have not used or have disconnected the service within the past six (6) months, are eligible to subscribe to LineaPais<sup>TM</sup> Especial at a monthly fee of \$14.95. Customers will be charged \$.15 per minute for intrastate calls for the DP Component of the Service.

Customers can subscribe to up to five FLNs. If Customer subscribes to more than one FLN, the Monthly Fees shall be the following:

For two FLNs	\$34.95
For three FLNs	\$49.95
For four FLNs	\$59.95
For five FLNs	\$69.95

The service will remain activated until Customer calls Americatel to cancel the service.

(N)

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#### LONG-DISTANCE RESALE TARIFF

## **SECTION 3 - DESCRIPTION OF SERVICE**

## 3.9 LineaPais<sup>TM</sup>, (Cont'd.)

# 3.9.2 Service Availability

The LineaPais<sup>TM</sup> service is only available to residential customers and shall not be used for commercial purposes. The DP Component of the LineaPais<sup>TM</sup> Plan is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones located anywhere in the Continental United States when such access is available from Americatel's Underlying Carrier.

The following types of DP Component calls may not be completed using LineaPais™ Plan:

Calls to 500 numbers
Calls to 700 numbers
Calls to 800 or other toll free numbers
Calls to 900 numbers
Marine/Satellite Calls
Air to Ground Calls
Directory Assistance
Calls to Operator Services
Calls from payphones, hotels or prisons.

The FLN Component of the LineaPais<sup>TM</sup> plan is subject to availability and calls originating in the foreign country are governed by the terms and conditions of service established by the telecommunications carriers in tat foreign country.

Callers to the telephone number in the foreign country will be charged at the rates and according to the terms and conditions established by the telecommunications carrier owning the telephone number from which they are placing the call.

Callers to the telephone number in the foreign country may not place collect calls to that telephone number.

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# OHIO TARIFF NO. 1 ORIGINAL SHEET 51.6

#### LONG-DISTANCE RESALE TARIFF

# **SECTION 3 - DESCRIPTION OF SERVICE**

# 3.9 LineaPais<sup>TM</sup>, (Cont'd.)

(N)

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## 3.9.3 Credit Allowances for Interruptions (DP Component)

A credit allowance for calls made by the Customer under the DP Component of the Service is applicable for calls that are interrupted due to involuntary disconnection, poor transmission or one way transmission. Credit allowances do not apply to interruptions not reported to Americatel or for interruptions due to a failure of power, equipment or systems not provided by Americatel, or for calls placed to wrong numbers. A maximum of 2 credit allowances will be granted per Month.

To receive a credit, Customer must report the interrupted call to Americatel within 24 hours after experiencing the interruption, by calling Americatel's customer service number and furnishing the Customer's telephone number, the called number, the trouble experienced (e.g. cut off, noisy circuit), and the approximate time the interrupted call was made. Americatel will verify the information by reviewing the account history. If warranted, the account that was used to place the interrupted call will be credited a dollar amount equivalent to the amount calculated by multiplying the price per minute applicable to the interrupted call by the actual duration of the interrupted call or two (2) minutes, whichever is less.

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#### SECTION 3 - DESCRIPTION OF SERVICE

# 3.9 <u>LineaPais<sup>TM</sup></u>, (Cont'd.)

## 3.9.4 Termination of Service

Americatel reserves the right, in its sole discretion, to terminate service to any Customer or to discontinue this Service for any reason including but not limited to the discontinuation or interruption of service by Americatel's underlying carrier or any other third party telecommunications service provider or for any other business reason or for any other reason stated in this Tariff or in the Terms and Conditions set forth in the Company's web site www.americatel.com.

Each call of either the FLN or DP Component of the Service will have a 3 hour time limit. A monthly calling limit of 5,000 minutes applies in each calendar month of service. Americatel reserves the right to suspend the service in any calendar month in which the monthly calling limit of 5,000 minutes is reached. The service thus suspended will be reactivated automatically in the following calendar month of service as long as Customer is in compliance with the other terms of the service.

## 3.9.5 Resale or Transfer Not Permitted

Customer may only use the Service for his or her own personal use. Customer may not resell or transfer the Service to any other person for any purpose, or make any charge for the use of the Service. Americatel reserves the right to immediately terminate or modify the Service, if Americatel determines, in its sole discretion, that Customer's Service is being used in violation of this restriction. Customer shall be liable for any and all use of the Service by Customer and by any person making use of the Service and Customer agrees to indemnify and hold harmless Americatel against any and all liability for any such use.

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OHIO TARIFF NO. 1 ORIGINAL SHEET 51.8

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#### LONG-DISTANCE RESALE TARIFF

# **SECTION 3 - DESCRIPTION OF SERVICE**

# 3.9 LineaPais<sup>TM</sup>, (Cont'd.)

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3.9.6 Recovery Of LineaPais<sup>TM</sup>Telephone Number at End of Service

Customer agrees that he or she will have use of the telephone number in the foreign country only for so long as Customer remains subscribed to the LineaPais<sup>TM</sup> Plan. Upon termination of the Customer's LineaPais<sup>TM</sup> Plan, whether said termination is made by Customer or by Americatel, Customer will no longer have the use of the telephone number in the foreign country and, thereafter, Americatel or the telecommunications carrier in the foreign country will be able to use said telephone number for whatever purpose.

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OHIO TARIFF NO. 1 ORIGINAL SHEET 51.9

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#### LONG-DISTANCE RESALE TARIFF

#### **SECTION 3 - DESCRIPTION OF SERVICE**

## 3.10 LíneaPaís<sup>TM</sup> Prepaid

## 3.10.1 General

The LíneaPaís<sup>TM</sup> Prepaid plan is a prepaid communications service that allows persons to purchase in advance the "Foreign Local Number" Component (or the "FLN Component") of the LíneaPaís<sup>TM</sup> plan described in Section 3.9 above. Customer shall be assigned a telephone number in his or her chosen foreign country (from among Americatel's then current offerings) that Customer's relatives and associates in that designated foreign country may call to be connected to Customer's subscribed telephone line in the United States.

The DP Component of the LíneaPaís<sup>TM</sup> plan is not available for LíneaPaís<sup>TM</sup> Prepaid Customers. The Monthly Fees applicable to the LíneaPaís<sup>TM</sup> Prepaid plan must be purchased using a major credit or check card (VISA and MasterCard). All such fees must be charged against a credit card that has a sufficient available balance.

Customers who subscribe to Americatel's LineaPaís<sup>TM</sup> Prepaid shall pay a monthly fee of \$19.95. Customers who were previously subscribed to the LineaPais<sup>TM</sup> plan, but have not used or have disconnected the service within the past six (6) months are eligible to subscribe to LineaPais<sup>TM</sup> Especial Prepaid at a monthly fee of \$12.95. Customers can subscribe to up to five FLNs. If Customer subscribes to more than one FLN, the Monthly Fees shall be the following:

For two FLNs	\$34.95
For three FLNs	\$49.95
For four FLNs	\$59.95
For five FLNs	\$69.95

The service will remain activated until Customer calls Americatel to cancel the service or until it is not possible to charge the Plan's full Monthly Fees to the credit card authorized by Customer.

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OHi0701

# OHIO TARIFF NO. 1 ORIGINAL SHEET 51.10

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#### LONG-DISTANCE RESALE TARIFF

#### SECTION 3 - DESCRIPTION OF SERVICE

## 3.10 LíneaPaís<sup>TM</sup> Prepaid, (Cont'd.)

# 3.10.2 Service Availability

The LineaPais<sup>TM</sup> Prepaid service is only available to residential customers and shall not be used for commercial purposes. The LineaPaís<sup>TM</sup> Prepaid plan is subject to availability and calls originating in the foreign country are governed by the terms and conditions of service established by the telecommunications carriers in that foreign country. Callers to the telephone number in the foreign country may not place collect calls to that telephone number.

Callers to the telephone number in the foreign country will be charged at the rates and according to the terms and conditions established by the telecommunications carrier owning the telephone number from which they are placing the call.

#### 3.10.3 Termination of Service

Americatel reserves the right, in its sole discretion, to terminate service to any Customer or to discontinue this Service for any reason including but not limited to the discontinuation or interruption of service by Americatel's underlying carrier or other any third party telecommunications service provider or for any other business reason or for any other reason stated in this Tariff or the Terms and Conditions set forth in the Company's web site www.americatel.com.

Each call has a 3 hour time limit. A monthly calling limit of 5,000 minutes applies in each calendar month of service. Americatel reserves the right to suspend the service in any calendar month in which the monthly calling limit of 5,000 minutes is reached. The service thus suspended will be re-activated automatically in the following calendar month of service as long as Customer is in compliance with the other terms of the service.

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# OHIO TARIFF NO. 1 ORIGINAL SHEET 51.11

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#### LONG-DISTANCE RESALE TARIFF

#### SECTION 3 - DESCRIPTION OF SERVICE

# 3.10 <u>LíneaPaís<sup>TM</sup> Prepaid</u>, (Cont'd.)

## 3.10.4 Resale or Transfer Not Permitted

Customer may only use the Service for his or her own personal use. Customer may not resell or transfer the Service to any other person for any purpose, or make any charge for the use of the Service. Americatel reserves the right to immediately terminate or modify the Service, if Americatel determines, in its sole discretion, that Customer's Service is being used in violation of this restriction. Customer shall be liable for any and all use of the Service by Customer and by any person making use of the Service and Customer agrees to indemnify and hold harmless Americatel against any and all liability for any such use.

# 3.10.5 Recovery Of LineaPaís<sup>TM</sup> Prepaid Americatel Telephone Number at End of Service

Customer agrees that he or she will have use of the telephone number in the foreign country only for so long as Customer remains subscribed to the LineaPaís<sup>TM</sup> Americatel plan. Upon termination of the Customer's LíneaPaís<sup>TM</sup> plan, whether said termination is made by Customer or by Americatel, Customer will no longer have the use of the telephone number in the foreign country and, thereafter, Americatel or the telecommunications carrier in the foreign country will be able to use said telephone number for whatever purpose.

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#### **SECTION 4 - RATES**

## 4.1. Message Telecommunications Service

Message Telecommunications Service is billed by whole minutes, with partial minutes of usage rounded up to the next whole minute as indicated in Section 3.1.2 above. Rates apply irrespective of mileage, and are as follows:

Initial Minute Additional Minute

Day: \$0.1000 \$0.1000 Evening/Night/Weekend: \$0.1000 \$0.1000

Directory Assistance \$1.00

# 4.1.1. Charges Applicable to Presubscribed Customers

## 4.1.1.A. Monthly Service Charge

Where Americatel serves as the Customer=s Primary Interexchange Carrier (APIC@) for presubscribed Message Telephone Service, the Customer shall pay a monthly recurring charge of \$1.95 per line or the applicable monthly recurring charge as described in Sections 3.4.1.A., 3.4.1.B and 4.1.2 of this tariff.

4.1.1.B. Where Americatel serves as the Customer

Where Americatel serves as the Customer=s Primary Interexchange Carrier (APIC@) for presubscribed Message Telephone Service, the Customer shall pay monthly recurring carrier line charges as follows:

Residential Primary N/A
Residential Non-Primary N/A
Business Single Line N/A

Business Multi-Line \$4.68 per line

#### 4.1.2. Presubscribed Calling Plan Rates

For all Optional Calling Plans, when the service date is started, changed or discontinued and does not coincide with the billing cycle date, the monthly charge will be adjusted to reflect the fractional part of the month in which service is

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# OHIO TARIFF NO. 1 1<sup>ST</sup> REVISED SHEET 53 CANCELS ORIGINAL SHEET 53

# LONG-DISTANCE RESALE TARIFF

sued: July 2	25, 2007	By:	Tomas Perez, President Americatel Corporation 4045 N.W. 97 <sup>th</sup> Avenue Miami, Florida 33178	Effective: July 25, 2007 OHi0701	
			ntrastate Rate Aonthly Fee	\$0.10 per minute \$2.75	(
	4.1.2.E.	Uniend	oAmerica Tu Ahorro		(
			ntrastate Rate Monthly Fee	\$0.10 per minute \$4.95	(
	4.1.2.D.	Uniend	oAmerica Tu <u>Mundo</u>		()
			ntrastate Rate Monthly Fee	\$0.10 per minute \$3.95	
	4.1.2.C.	Uniend	oAmerica Tu Gente		()
			ntrastate Rate Monthly Fee	\$0.10 per minute \$2.95	
	4.1.2.B.	<u>Uniend</u>	oAmerica Familia		(.
			ntrastate Rate Monthly Fee	\$0.10 per minute \$1.95	(
	4.1.2.A.		oAmerica	it is considered to have 30 days.	
4.1.2.			lan Rates, (Cont'd.)	h is considered to have 30 days.	(
. Messa	ge Telecomm	unications S	Service, (Cont'd.)		
			SECTION 4 - RATES		(

# OHIO TARIFF NO. 1 1<sup>ST</sup> REVISED SHEET 54 CANCELS ORIGINAL SHEET 54

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## LONG-DISTANCE RESALE TARIFF

1.	Messa	ge Telecomm	unications Service, (Cont'd.)	
	4.1.2.	Presubscribe	ed Calling Plan Rates, (Cont'd.)	
		4.1.2.F.	UniendoAmerica Economico	
			Basic Intrastate Rate Basic Monthly Fee	\$0.10 per minute \$2.00
		4.1.2.G.	UniendoAmerica Especial II	
			Basic Intrastate Rate Basic Monthly Fee	\$0.10 per minute \$2.95
		4.1.2.H.	Uniendo America Especial I	
			Basic Intrastate Rate Monthly Minimum Charge	\$0.10 per minute \$6.00
		4.1.2.I.	Corta Distancia and Corta Distance	ia Plus
			Basic Intrastate Rate Basic Monthly Fee	\$0.10 per minute Depends on Plan selected. See Section 3.4.1.A.10.
			Minimum Monthly Charge	\$3.00
		4.1.2.J.	Habla Más	
			Basic Intrastate Rate Basic Monthly Fee	\$0.10 per minute Depends on Plan selected. Se Section 3.4.1.A.11.
			Minimum Monthly Charge	\$6.00

Some material previously found on this sheet now found on 1<sup>st</sup> Revised Sheet 55

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Effective: July 25, 2007

**OHIO TARIFF NO. 1 ORIGINAL SHEET 54.1** 

# LONG-DISTANCE RESALE TARIFF

			SECTION 4 - RATES	<u>S</u>		
4.1.	4.1. <u>Message Telecommunications Service</u> , (Cont'd.)					
	4.1.2.	Presubscribed (	Calling Plan Rates, (Cont'd.)			
		4.1.2.K.	UniendoAmerica® Super		(N)	
			Basic Intrastate Rate Basic Monthly Fee	\$0.15 per minute \$3.95		
		4.1.2.L.	UniendoAmerica® Hispano			
			Basic Intrastate Rate Basic Monthly Fee	\$0.15 per minute \$1.99		
		4.1.2.M.	UniendoAmerica® Latino			
			Basic Intrastate Rate Basic Monthly Fee	\$0.15 per minute \$1.75		
		4.1.2.N.	UniendoAmerica® Unido			
			Basic Intrastate Rate Monthly Minimum Charge	\$0.15 per minute \$4.99		
		4.1.2.O.	UniendoAmerica® Bandera			
			Basic Intrastate Rate Monthly Minimum Charge	\$0.15 per minute \$5.99		
		4.1.2.P.	Uniendo America® Cercano		İ	
			Basic Intrastate Rate Monthly Minimum Charge	\$0.15 per minute \$12.99	( <b>N</b> )	

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**Tomas Perez, President** Americatel Corporation 4045 N.W. 97<sup>th</sup> Avenue Miami, Florida 33178

OHIO TARIFF NO. 1 **ORIGINAL SHEET 54.2** 

# LONG-DISTANCE RESALE TARIFF

# **SECTION 4 - RATES**

4.1.	Message	Telecommi	unications	Service,	(Cont'd.)	)

1.1.2. Tresubbilited Culting Fluir Rules, (Cont. d.	4.1.2.	<u>Presubscribed</u>	Calling Plan	Rates,	(Cont'd.	)
---	--------	----------------------	--------------	--------	----------	---

Basic Intrastate Rate

No Monthly Charge Applies

Presubscribe	ed Calling Plan Rates, (Cont'd.)		
4.1.2.Q.	UniendoAmerica® Libre		(N)
	Basic Intrastate Rate Monthly Minimum Charge	\$0.15 per minute \$14.99	
4.1.2.R.	UniendoAmerica® Continente		
	Basic Intrastate Rate Monthly Minimum Charge	\$0.15 per minute \$16.99	
4.1.2.S.	UniendoAmerica® Para Tí		į

\$0.15 per minute

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# OHIO TARIFF NO. 1 1<sup>ST</sup> REVISED SHEET 55 CANCELS ORIGINAL SHEET 55

## LONG-DISTANCE RESALE TARIFF

		SECTION 4 - RAT	<u>ES</u>	(T)
. Mes	sage Telecomm	unications Service, (Cont'd.)		ļ
4.1.2	4.1.2. Presubscribed Calling Plan Rates, (Cont'd.)			(T)
	4.1.2.T.	Americatel Business - Basic I	Plan (Plan #1)	(T) (M
		Basic Intrastate Rate Monthly Fee	\$0.10 per minute \$5.95	   (M
	4.1.2.U.	Americatel Business - Discou	int Plan (Plan #2)	(T)
		Basic Intrastate Rate Monthly Fee	\$0.10 per minute \$7.95	
	4.1.2.V.	Americatel Business - Premiu	ım Plan (Plan #3)	(T)
		Basic Intrastate Rate Monthly Fee	\$0.10 per minute \$9.95	
	4.1.2.W.	Americatel Business – Ejecut	ivo (Plan #4)	(N)
		Basic Intrastate Rate Monthly Fee	\$0.15 per minute \$8.00	
	4.1.2.X.	Americatel Business - Profes	sional Plan (Plan #5)	İ
		Basic Intrastate Rate Monthly Minimum Charge	\$0.15 per minute \$25.00	
	4.1.2.Y.	<u>Americatel Business</u> – Select	o Plan (Plan #6)	
		Basic Intrastate Rate Monthly Fee	\$0.15 per minute \$15.00	(N)

Some material now found on this sheet previously found on Original Sheet 54 Some material previously found on this sheet now found on Original Sheet 55.1

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OHIO TARIFF NO. 1 ORIGINAL SHEET 55.1

#### LONG-DISTANCE RESALE TARIFF

# **SECTION 4 - RATES**

# 4.2. Determining Applicable Rate in Effect

(M)

For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day rate applies to the initial minute and to any additional minutes that the call continues during that rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to that entire minute.

#### 4.3. Promotions

The Company may from time to time engage in special promotional service offerings designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times and locations. Except for the rates charged under such promotions and any other specified terms and conditions of those promotions, including eligibility requirements for the promotion and the actions customers must take in order to be eligible, all terms and conditions of service contained in this tariff shall apply to the Company=s promotional service offerings. All promotional offerings of the Company will be filed with and approved by the FPSC with specific starting and ending dates. All such promotions will be offered on a completely non-discriminatory basis with respect to each subscriber in the classification of service and area for which the promotion is offered and will allow each subscriber an equal opportunity for participation.

Material now found on this sheet previously found on Original Sheet 55

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By:

Tomas Perez, President Americatel Corporation 4045 N.W. 97<sup>th</sup> Avenue Miami, Florida 33178

## 4.4 Prepaid Phone Card Service Rates and Charges

## 4.4.1 Americatel Prepaid Calling Card

An access charge of \$.50 per call and a per minute rate of \$0.076 apply to intrastate calls made using Americatel Prepaid Phone Card Service. Americatel Prepaid Phone Card Service is decremented in whole minutes, with partial minutes of usage rounded up to the next whole minute. Americatel will also charge a per call pay phone surcharge of \$0.25 per call for all calls using Americatel Prepaid Phone Card Service which are placed from pay phones.

# 4.4.2 <u>Americatel Prepaid Phone Card - Express No Connection Fee</u>

There is no access charge or connection fee for use of the Americatel Prepaid Phone Card - Express No Connection Fee. A bi-weekly maintenance fee applies to each card which varies depending on the denomination of the card. The bi-weekly maintenance fee shall not exceed \$0.99 for cards of \$5.00 or \$10.00 denominations. The bi-weekly maintenance fee shall not exceed \$2.00 for cards of a \$20.00 denomination. A per minute rate of \$0.086 applies to intrastate calls made using the Americatel Prepaid Phone Card - Express No Connection Fee. Intrastate service is decremented in whole minutes, with partial minutes of usage rounded up to the next whole minute. Americatel will also charge a per call payphone surcharge of \$0.25 for all calls made using Americatel Prepaid Phone

Card - Express No connection Fee service which are placed from payphones.

# 4.4.3 Americatel Ohio No Connection Fee Prepaid Phone Card

There is no access charge or connection fee for the use of the Americatel Ohio No Connection Fee Prepaid Phone Card. A bi-weekly maintenance fee up to \$3.00 applies to each card which varies depending on the denomination of the card. A daily service fee up to \$0.40 may apply after the first call. When local access is offered, calls using the toll free access number may be billed at a higher rate. A per minute rate of up to \$0.160 applies to intrastate calls made using the Americatel Ohio No Connection Fee Prepaid Phone Card. Intrastate service is decremented in whole minutes, with partial minutes of usage rounded up to the next whole minute. Americatel will also charge a per call payphone surcharge of

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By: Alfredo Parot

Americatel Corporation 4045 N.W. 97<sup>th</sup> Avenue

\$0.25 for all intrastate calls made using Americatel Ohio No Connection Fee Prepaid Phone Card Service which are placed from payphones.

## 4.4.4 Americatel Global Prepaid Phone Card

A connection charge up to \$2.00 applies to the first minute for intrastate calls. A biweekly maintenance fee up to \$3.00 applies to each card which varies depending on the denomination of the card. A daily service fee up to \$0.20 may apply after the first call. When local access is offered, calls using the toll free access number may be billed at a higher rate. A per minute rate of up to \$0.140 applies to intrastate calls made using the Americatel Global Prepaid Phone Card. Intrastate service is decremented in whole minutes, with partial minutes of usage rounded up to the next whole minute. Americatel will also charge a per call payphone surcharge of \$0.25 for all intrastate calls made using Americatel Global

Prepaid Phone Card Service which are placed from payphones.

# 4.4.5 Americatel Global No Connection Fee Prepaid Phone Card

There is no access charge or connection fee for the use of the Americatel Global No Connection Fee Prepaid Phone Card. A bi-weekly maintenance fee up to \$3.00 applies to each card which varies depending on the denomination of the card. A daily service fee up to \$0.40 may apply after the first call. When local access is offered, calls using the toll free access number may be billed at a higher rate. A per minute rate of up to \$0.160 applies to intrastate calls made using the Americatel Global No Connection Fee Prepaid Phone Card. Intrastate service is decremented in whole minutes, with partial minutes of usage rounded up to the next whole minute. Americatel will also charge a per call payphone surcharge of \$0.25 for all intrastate calls made using Americatel Global No Connection Fee Prepaid Phone Card Service which are placed from payphones.

# 4.4.6 Americatel First Choice Prepaid Phone Card

A connection charge up to \$2.00 applies to the first minute for intrastate calls. A bi-weekly maintenance fee up to \$3.00 applies to each card which varies depending on the denomination of the card. A daily service fee up to \$0.20 may apply after the first call. When local access is offered, calls

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using the toll free access number may be billed at a higher rate. A per minute rate of up to \$0.140 applies to intrastate calls made using the Americatel First Choice Prepaid Phone Card. Intrastate service is decremented in whole minutes, with partial minutes of usage rounded up to the next whole minute. Americatel will also charge a per call payphone surcharge of \$0.25 for all intrastate calls made using Americatel First Choice Prepaid Phone Card Service which are placed from payphones.

## 4.4.7 Americatel First Choice No Connection Fee Prepaid Phone Card

There is no access charge or connection fee for the use of the Americatel First Choice No Connection Fee Prepaid Phone Card. A bi-weekly maintenance fee up to \$3.00 applies to each card which varies depending on the denomination of the card. A daily service fee up to \$0.40 may apply after the first call. When local access is offered, calls using the toll free access number may be billed at a higher rate. A per minute rate of up to \$0.160 applies to intrastate calls made using the Americatel First Choice No Connection Fee Prepaid Phone Card. Intrastate service is decremented in whole minutes, with partial minutes of usage rounded up to the next whole minute. Americatel will also charge a per call payphone surcharge of \$0.25 for all intrastate calls made using Americatel First Choice No Connection Fee Prepaid Phone Card Service which are placed from payphones.

## 4.4.8 Americatel Prepaid Collection Card

A connection charge up to \$2.00 applies to the first minute for intrastate calls. A bi-weekly maintenance fee up to \$3.00 applies to each card which varies depending on the denomination of the card. A daily service fee up to \$0.20 may apply after the first call. When local access is offered, calls using the toll free access number may be billed at a higher rate. A per minute rate of up to \$0.140 applies to intrastate calls made using the Americatel Prepaid Collection Card. Intrastate service is decremented in whole minutes, with partial minutes of usage rounded up to the next whole minute. Americatel will also charge a per call payphone surcharge of \$0.25 for all intrastate calls made using Americatel Prepaid Collection Card which are placed from payphones.

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## 4.4.9 Americatel Prepaid Collection Card No Connection Fee

There is no access charge or connection fee for the use of the Americatel Prepaid Collection Card No Connection Fee. A bi-weekly maintenance fee up to \$3.00 applies to each card which varies depending on the denomination of the card. A daily service fee up to \$0.40 may apply after the first call. When local access is offered, calls using the toll free access number may be billed at a higher rate. A per minute rate of up to \$0.160 applies to intrastate calls made using the Americatel Prepaid Collection Card No Connection Fee. Intrastate service is decremented in whole minutes, with partial minutes of usage rounded up to the next whole minute. Americatel will also charge a per call payphone surcharge of \$0.25 for all intrastate calls made using Americatel Prepaid Collection Card No Connection Fee Service which are placed from payphones.

#### 4.4.10 Prepaid Collection Card

A connection charge up to \$2.00 applies to the first minute for intrastate calls. A bi-weekly maintenance fee up to \$3.00 applies to each card which varies depending on the denomination of the card. A daily service fee up to \$0.20 may apply after the first call. When local access is offered, calls using the toll free access number may be billed at a higher rate. A per minute rate of up to \$0.140 applies to intrastate calls made using the Prepaid Collection Card. Intrastate service is decremented in whole minutes, with partial minutes of usage rounded up to the next whole minute. Americatel will also charge a per call payphone surcharge of \$0.25 for all intrastate calls made using Prepaid Collection Card which are placed from payphones.

# 4.4.11 Prepaid Collection Card No Connection Fee

There is no access charge or connection fee for the use of the Prepaid Collection Card No Connection Fee. A bi-weekly maintenance fee up to \$3.00 applies to each card which varies depending on the denomination of the card. A daily service fee up to \$0.40 may apply after the first call. When local access is offered, calls using the toll free access number may be billed at a higher rate. A per minute rate of up to \$0.160 applies to

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By: Alfredo Parot

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#### LONG-DISTANCE RESALE TARIFF

intrastate calls made using the Prepaid Collection Card No Connection Fee. Intrastate service is decremented in whole minutes, with partial minutes of usage rounded up to the next whole minute. Americatel will also charge a per call payphone surcharge of \$0.25 for all intrastate calls made using Prepaid Collection Card No Connection Fee Service which are placed from payphones.

# 4.5 Dial-Around Code 10-15-688 AMETEX

## Rate and Charge Application

Ametex 10-15-688 has a model that will charge the customer a fixed price for the first ten minutes, plus a specific rate for each additional minute according to the destination.

The service does not charge a connection fee.

The monthly charges will be billed to the customer by Billing Concepts, Inc (AUSBI@), and it will appear in their monthly Local Exchange Carrier (ALEC@) bill. 10-15-688 service will only be available to customers that have active service with LECs, as our service will not be provided to customers who receive service from CLECs. These customers will be blocked and will not be able to use our service.

The chargeable time for a 10-15-688 call during the first ten minutes is not determined by the duration of the call. The customer will pay the full amount if the call lasts 1 minute or the full ten minutes. Chargeable time begins when the called party answers the call and two-way communication is established. Chargeable time ends when the calling or called station hangs up or otherwise terminates the call. Call rates for the first ten minutes are determined by the terminating location of the call.

For all calls of more than ten minutes, the rates per additional minutes will be determined by the terminating destination of the call.

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Miami, Florida 33178

# OHIO TARIFF NO. 1 1<sup>ST</sup> REVISED SHEET 61 CANCELS ORIGINAL SHEET 61

#### LONG-DISTANCE RESALE TARIFF

#### SECTION 4 – RATES

**(T)** 

# 4.5 <u>Dial-Around Code 10-15-688 AMETEX</u>, (Cont'd.)

(T)

## Intrastate Rates and Charges

First Ten Minutes:

\$0.88

Each Additional Minute:

\$0.07 (R)

## 4.6 1 800 3030 123 Americatel Collect

## Rate and Charge Application

Per call access charges and per minute charges specified below apply to intrastate calls using 1-800-3030-123 Americatel Collect Service. Americatel Collect Service is decremented in whole minutes with partial minutes of usage rounded up to the 3<sup>rd</sup> minute.

The chargeable time for a 1-800-3030-123 Americatel Collect call is determined by the duration of the call. Chargeable time begins when the called party answers the call, accepts the charges, and two-way communication is established. Chargeable time ends when the calling or called station hangs up or otherwise terminates the call.

## Rounding

Calls are billed in increments up to 3 minutes.

# Payphone Surcharge

Americatel will charge a pay-phone surcharge of 654 per call.

# **Intrastate Rates and Charges**

The rates and charges applicable to 1-800-3030-123 Americatel Collect Service are as follows:

Connection Charge

\$3.50/ per call

Base Rate

\$1.00/per minute

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OHi0701

OHIO TARIFF NO. 1 ORIGINAL SHEET 62

#### LONG-DISTANCE RESALE TARIFF

# **SECTION 4 – RATES**

## 4.7 Dial-Around Code 1010-123 Americatel

(N)

Intrastate Rates and Charges

Per-Minute Intrastate Rate: \$0.15 Connection Fee Per Call \$0.39

## 4.8 1010-123 Prepaid™ Plan

Per-Minute Intrastate Rate

\$0.15

## 4.9 LineaPais<sup>TM</sup>

The \$19.95 Monthly Fee includes the following:

Customer in the US is assigned a telephone number in a foreign capital of his choosing (from among those currently offered) that his or her relatives and associates can call to be connected to his telephone in the US.

Customers who subscribe to LíneaPaís<sup>TM</sup> Especial shall be charged a monthly fee of \$14.95. Customers will be charged \$.15 per minute for intrastate calls for the DP Component of the Service.

Customers can subscribe to up to five FLNs. If Customer subscribes to more than one FLN, the Monthly Fees shall be the following:

For two FLNs	\$34.95
For three FLNs	\$49.95
For four FLNs	\$59.95
For five FLNs	\$69.95

(N)

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#### **SECTION 4 – RATES**

# 4.10 <u>LíneaPaís<sup>TM</sup> Prepaid</u>

(N)

The \$19.95 Monthly Fee includes the following:

Customer in the US is assigned a telephone number in a foreign capital of his choosing (from among the currently offered) that his or her relatives and associates can call to be connected to his telephone in the US.

Customers who subscribe to LíneaPaís<sup>TM</sup> Especial Prepaid shall be charged a monthly fee of \$12.95.

Customers can subscribe to up to five FLNs. If Customer subscribes to more than one FLN, the Monthly Fees shall be the following:

For two FLNs	\$34.95	
For three FLNs	\$49.95	
For four FLNs	\$59.95	
For five FLNs	\$69.95	(N)

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OHIO PRICE SHEET 1<sup>st</sup> REVISED SHEET 1A CANCELS ORIGINAL SHEET 1A

# LONG-DISTANCE PRICE SHEET

**(D)** 

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OHIO PRICE SHEET 1<sup>st</sup> REVISED SHEET 2A CANCELS ORIGINAL SHEET 2A

# LONG-DISTANCE PRICE SHEET

**(D)** 

**(D)** 

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# OHIO PRICE SHEET 1<sup>st</sup> REVISED SHEET 3A CANCELS ORIGINAL SHEET 3A

# LONG-DISTANCE PRICE SHEET

**(D)** 

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OHIO PRICE SHEET 1<sup>st</sup> REVISED SHEET 4A CANCELS ORIGINAL SHEET 4A

# LONG-DISTANCE PRICE SHEET

**(D)** 

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OHIO PRICE SHEET 1<sup>st</sup> REVISED SHEET 5A CANCELS ORIGINAL SHEET 5A

# LONG-DISTANCE PRICE SHEET

**(D)** 

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OHIO PRICE SHEET 1<sup>st</sup> REVISED SHEET 6A CANCELS ORIGINAL SHEET 6A

# LONG-DISTANCE PRICE SHEET

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OHIO PRICE SHEET 1<sup>st</sup> REVISED SHEET 7A **CANCELS ORIGINAL SHEET 7A** 

# LONG-DISTANCE PRICE SHEET

**(D)** 

**(D)** 

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OHi0701

OHIO PRICE SHEET 1<sup>st</sup> REVISED SHEET 8A CANCELS ORIGINAL SHEET 8A

# LONG-DISTANCE PRICE SHEET

(D)

**(D)** 

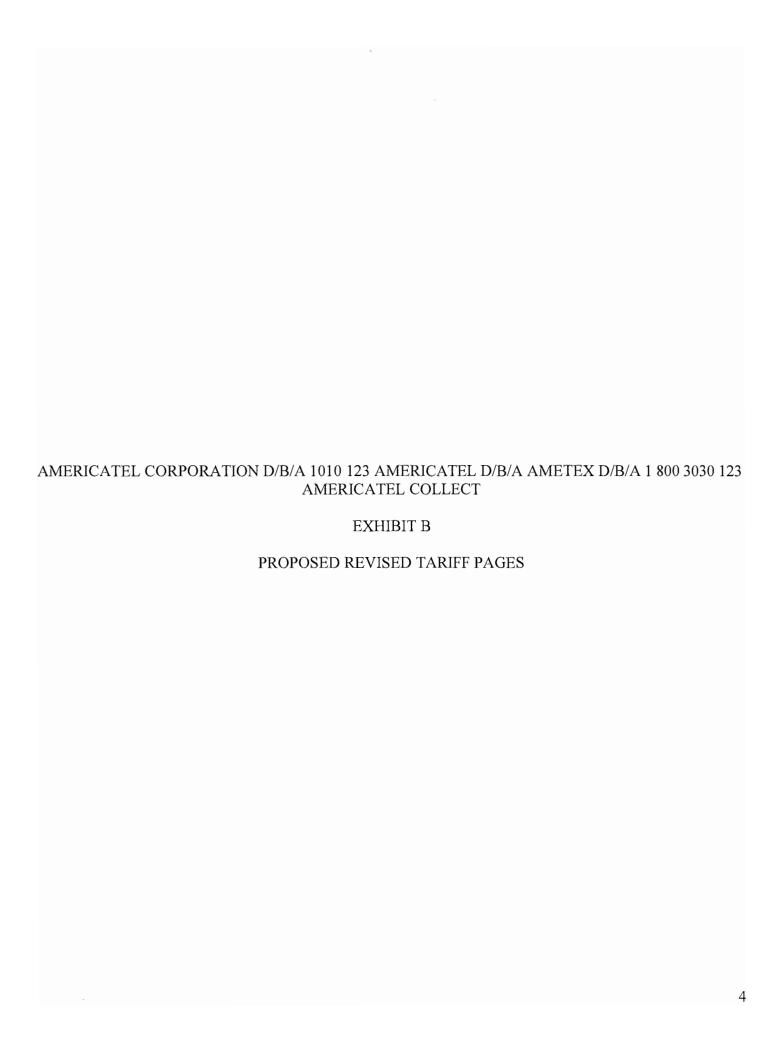
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By: Tomas Perez, President

Americatel Corporation 4045 N.W. 97<sup>th</sup> Avenue Miami, Florida 33178

OHi0701

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This Ohio Tariff No. 2, issued by AmericaTel Corporation d/b/a 1010 123 Americatel d/b/a Ametex d/b/a 1 800 3030 123 Ameriatel Collect, cancels and replaces in its entirety, Ohio Tariff No. 1, issued by AmericaTel Corporation d/b/a 1010 123 Americatel d/b/a Ametex d/b/a 1 800 3030 123 Ameriatel Collect.

#### TITLE SHEET

#### OHIO TELECOMMUNICATIONS TARIFF

This Tariff describes the Company's Regulated Toll Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides Toll regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

www.americatel.com

Issued: June 16, 2008 Effective: June 16, 2008

Issued by:

## CHECK SHEET

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

<b>PAGE</b>	REVISION	
1	Original	*
2	Original	*
3	Original	*
4	Original	*
5	Original	*
6	Original	*
7	Original	*
8	Original	*
9	Original	*
10	Original	*
11	Original	*
12	Original	*
13	Original	*
14	Original	*
15	Original	*
16	Original	*
17	Original	*
1 <b>8</b>	Original	*
19	Original	*
20	Original	*
21	Original	*
22	Original	*
23	Original	*
24	Original	*
25	Original	*
	-	

Issued: June 16, 2008 Effective: June 16, 2008

Issued by:

<sup>\* -</sup> indicates those pages included with this filing

# TABLE OF CONTENTS

	Page
Title Sheet	Title
Check Sheet	1
Table of Contents	3
Symbols Used in this Pricing Guide	4
Pricing Guide Format	5
Section 1 - Technical Terms and Abbreviations	7
Section 2 - Rules and Regulations	9
Section 3 - Description of Service	22
Section 4 - Rates	25

Issued: June 16, 2008

Effective: June 16, 2008

Issued by:

## SYMBOLS USED IN THIS TARIFF

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

D - Delete or Discontinue

I - Change resulting in an increase to a Customer's bill

M - Moved from another tariff location

N - New

R - Change resulting in a reduction to a Customer's bill

T - Change in text or regulation but no change in rate or charge

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#### TARIFF FORMAT

- A. 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 sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the PUCO. For example, the 4th revised Sheet 14 would cancel the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. that the PUCO follows in its tariff approval process, the most current sheet number on file with the PUCO is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level:

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.

2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the PUCO, an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff and gives the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated on the check sheet with an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages.) The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the PUCO.

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#### APPLICABILITY OF TARIFF

This tariff filed by the Company describes the Regulated Toll Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides Toll regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901: 1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

#### www.americatel.com

Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

Issued: June 16, 2008 Effective: June 16, 2008

Issued by:

#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

For the purposes of this tariff, the following definitions will apply:

Commission: The Public Utilities Commission of Ohio.

Company: Americatel Corporation d/b/a 1010 123 Americatel, d/b/a Ametex, , 7631 Calhoun Place, Suite 650, Rockville, Maryland 20855, a corporation organized under the laws of the State of Delaware.

Customer: Denotes any individual, company or other entity, or any duly authorized agent that utilizes the Services offered under this tariff.

Day: From 7:00 AM up to, but not including, 8:00 PM local time Monday through Friday.

Evening/Weekend: From 8:00 PM up to, but not including, 7:00 AM local time Monday through Friday, and 24 hours a day on Saturday, Sundays and Holidays.

Holidays: The Company's recognized holidays are New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

PUCO: The Public Utilities Commission of Ohio.

Service(s): The communications offerings provided by the Company.

Underlying Carrier: A facilities-based intrastate interexchange carrier or reseller providing the Services being resold by the Company.

Americatel Prepaid Phone Card or Card: An object containing an access number and an Authorization Code that enables the Cardholder to use Americatel Prepaid Phone Card Service.

Authorization Code: A predefined series of numbers to be dialed by the Cardholder upon accessing Americatel's system to validate the Cardholder's authorization to use Americatel Prepaid Phone Card Services.

Cardholder: Individual that uses Americatel Prepaid Phone Card Service.

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Issued by:

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

Discado Presucrito: Spanish language name for the Optional Presubscribed Dial Around Plan described in this tariff.

1010-123: Americatel Corporation's Carrier Identification Code. Customers dial 1010-123 to access these Americatel services: (a) Americatel's Dial Around Service, (b) Americatel's Optional Presubscribed Dial Around Plans and (c) Americatel's 1010-123 Prepaid Plan.

1010-123 Prepaid™ Plan: A prepaid communications service that allows persons to purchase in advance a specified dollar value of Americatel's long distance service.

Optional Presubscribed Dial Around Plan: Presubscribed plan option where customers access their long distance plans by dialing 10-10-123 and then 1 or 011 and then the area code and number they are calling. No preferred interexchange carrier change (PIC Change) is required.

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#### **SECTION 2 - RULES AND REGULATIONS**

## 2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company to business and residential customers for telecommunications between points within the State of Ohio. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 2.1.2 The Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but involve the resale of the facilities and/or services of underlying common carriers.
- 2.1.3 The rates and regulations contained in this Tariff apply only to the 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 carrier for use in accessing the services of the Company.
- 2.1.4 The Customer is entitled to limit the use of the Company's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of the Company.

Issued: June 16, 2008 Effective: June 16, 2008

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

## 2.2 Undertaking of the Company

- 2.2.1 The Company's services and facilities are furnished for communications originating at specified points within the State of Ohio under the terms of this tariff. The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company will resell long distance services to customers within the State of Ohio. The Company may act as the Customer's agent for ordering access connection facilities provided by other Carriers or entities, when authorized by Customer, to allow connection of a Customer's location to the Company's network. The customer shall be responsible for all charges due to such service arrangements.
- **2.2.2.** The Company shall be responsible only for the resale of the Services it offers.
- 2.2.3 The Company's Services are available twenty-four hours per day, seven days per week.

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Issued by:

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

#### 2.3 Limitations of Service

- 2.3.1 All Service is offered subject to availability of the necessary facilities of underlying carriers, to the provisions of this tariff, and to applicable law.
- 2.3.2 Except as indicated otherwise herein, the Company reserves the right to refuse or discontinue Service immediately to Customers without incurring liability:
  - **A.** For non-payment of any sum owing to the Company;
  - **B.** For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, credit card numbers or pre-arranged account code numbers;
  - **C.** For any violation by a Customer related to the request for such Service of either the provisions of this Tariff or any applicable laws, rules, regulations, or policies of any governmental authority;
  - **D.** By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such Service;
  - **E.** If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or Services;

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

#### 2.3 Limitations of Service, (Cont'd.)

- 2.3.2 Except as indicated otherwise herein, the Company reserves the right to refuse or discontinue Service immediately to Customers without incurring liability, (Cont'd.):
  - For any violation by a Customer related to the request for such Service of either the provisions of this Tariff or any applicable laws, rules, regulations, or policies of any governmental authority;
  - G. By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such Service;
  - **H.** If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or Services;
  - I. If such refusal or discontinuance is otherwise made necessary by conditions beyond the Company's control.
- 2.3.3 Americatel may discontinue service:
  - **A.** Immediately, upon depletion of a Customer's prepaid account balance, where the Customer declines to recharge his or her account;
  - **B.** In the event Americatel's underlying carrier or other third party telecommunications service provider discontinues or interrupts its service to Americatel for any reason.
- 2.3.4 The Company may discontinue service to a Customer for nonpayment of any due charges or other violation of this Pricing Guide or provisions of applicable law upon 10 days' written notice to the Customer without incurring any liability for damages due to the loss of telephone service.
- 2.3.5 The Customer may not transfer or assign its rights or duties under this Pricing Guide without the express written consent of the Company. All regulations and conditions contained in this Pricing Guide shall apply to all such assignees or transferees that the Company has authorized.

Issued: June 16, 2008 Effective: June 16, 2008

Issued by:

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

#### 2.4 Liabilities of the Company

- 2.4.1 Except as stated in this Subsection, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights, obligations, or privileges contemplated by this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.4.2 The liability of the Company to its Customer(s) 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 lesser of \$500 or the charge applicable under this tariff to the call or calls affected. No other liability in any event shall attach to the Company, including liability resulting from the unavailability of Service due to the failure or inoperability of any Customer-provided communications equipment.
- 2.4.3 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: Acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority, national emergencies, insurrections, riots, wars or labor difficulties.
- 2.4.4 The Company shall not be liable for any claim or loss, expense or damage arising out of the provision of Service (including direct, special or consequential damages, attorney fees or court costs), or for any interruption, delay, error, omission, or defect in any Service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company.

Issued: June 16, 2008 Effective: June 16, 2008

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

## 2.4 Liabilities of the Company, (Cont'd.)

- 2.4.5 The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damage, including punitive damages, attorney fees and court costs, brought or caused by the Customer or third parties and arising out of any act or omission of the Customer in the course of any authorized use, unauthorized use or misuse of the Company's Services, or the Customer's equipment or facilities. Unauthorized use or misuse of the Customer's equipment or facilities includes, but is not limited to, the unauthorized use or misuse of such equipment or facilities by the Customer's agent(s) or other third parties. The Company does not warrant or guarantee that it can prevent such unauthorized use or misuse, and the Customer is responsible for controlling access to, and use of, its own equipment and facilities.
- 2.4.6 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against, any claim or loss, expense or damage (including indirect, special or consequential damages, attorney fees or court costs) for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury or harm to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer.
- 2.4.7 THE COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Issued: June 16, 2008 Effective: June 16, 2008

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

## 2.4 Liabilities of the Company, (Cont'd.)

- 2.4.8 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company unless the Company or a duly authorized agent or employee of the Company so authorizes in writing.
- 2.4.9 Inclusion of early termination liability by the Company in its pricing guide or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

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

## 2.5 Provision of Equipment

- 2.5.1 Customer-provided communications equipment at the Customer's premises for use in connection with Services provided hereunder shall be so constructed, maintained and operated as to work satisfactorily with the Services and facilities of the Company, and/or the Company's Underlying Carriers. Such Customer-provided equipment shall be in compliance with all applicable rules and regulations of the PUCO and the Federal Communications Commission, the laws of the State of Ohio and the requirements of the Communications Act of 1934, as amended.
- 2.5.2 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to Services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Services under this tariff in the proper manner. Subject to this requirement, the Company shall not be responsible for:
  - **A.** the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
  - **B.** the reception of signals by Customer-provided equipment; or
  - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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

## 2.6. Payment for Services

- 2.6.1 The Customer is responsible for the payment of all charges for Services furnished to the Customer and Customer's agent(s) or patrons of the Customer, and for all calls placed by or through Customer's equipment directly or via any remote access features. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card or credit card calls.
- 2.6.2 The Company's bills are due upon receipt. If full payment is not received within 30 days after the bill is issued, a late payment penalty on the unpaid balance shall be assessed at the rate of 1.5% per month or at the maximum permissible rate under applicable law, whichever is greater.
- 2.6.3 Disputes with respect to charges must be presented to the Company in writing within one year from the date the bill in question is issued or such bill will be deemed correct and binding on the Customer. If a billing dispute arises, Customer may request, and the Company will provide, a review of the disputed amount. The undisputed portion of the relevant bill and all subsequent bills must continue to be paid on a timely basis.
- 2.6.4 If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Service Monitoring and Enforcement Department Public Utility Commission of Ohio 180 East Broad Street, Tenth Floor Columbus, Ohio 43215-3793 Toll Free Telephone: 800-686-7826

Toll Free Telephone: 800-686-7826 TTY Toll Free Telephone: 800-686-1570

From 8:00 AM to 5:30 PM (EST) weekdays or at www.PUCO.ohio.gov

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at:

Toll Free Telephone: 877-742-5622

From 8:00 AM to 5:00 PM (EST) weekdays or at www.pickocc.org

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

## 2.6. Payment for Services, (Cont'd.)

- 2.6.5 The Customer shall be liable to the Company for the cost of collection of all charges owed to the Company.
- 2.6.6 If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the Customer shall pay the reasonable attorneys fees and costs of the Company in prosecuting such proceedings and appeals therefrom. In the event that the Company suspends the provision of Services to the Customer pursuant to the provisions of this tariff, the Company will re-connect the Customer to such Services only when all debts of the Customer to the Company, including accrued interest and other expenses and costs of collection, have been fully discharged to the satisfaction of the Company.
- 2.6.7 All applicable taxes, fees, charges, exactions, or the like which must be paid to any governmental authority "federal, state, local, municipal or otherwise" for the provision of telecommunications services and which, pursuant to the rules and regulations governing such applicable taxes, fees, charges, exactions or the like, may be charged directly to the Customer, will be separately stated on the Customer's bill and charged to, and collected from, the Customer. It shall be the responsibility of the Customer to pay these taxes, and to accept the liability of any such unpaid taxes that may subsequently become applicable retroactively.
- **2.6.8** A return check charge of \$20.00 will be assessed for checks returned for insufficient funds.

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

## 2.7 Billing Entity Conditions

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

## 2.8 Liability of the Customer

The Customer, and not the Company, shall be liable for damage to the Underlying Carrier's facilities utilized to provide Services under this tariff that are caused by the negligence or willful act of the Customer or its agent(s), or that result from the improper use of the Underlying Carrier's facilities by the Customer or its agent(s). Nothing in the foregoing sentence shall be interpreted to hold one Customer liable for another Customer's actions.

#### 2.9 Use of Service

- 2.9.1 The Services offered hereunder may be used to transmit communications of the Customer in a manner consistent with the terms of this tariff, the policies and regulations of the PUCO and the Federal Communications Commission, the laws of the State of Ohio and the requirements of the Communications Act of 1934, as amended. The Services offered hereunder shall not be used for any unlawful purpose.
- 2.9.2 The use of the Company's services without payment for service and any attempt to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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

## 2.10 Interruption of Service

- 2.10.1 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 applicable law, and may continue such interruption until any items of non-compliance so identified are rectified.
- 2.10.2 The Company will consider customer requests for credit for faulty or incorrect connections and for other problems experienced by customers in the use of the Company's services on a case-by-case basis, and will provide reasonable credit in those cases in which it determines that the request is justified and the Company was at fault. All credit allowances shall be subject to the provisions of Section 2.4. above. It shall be the obligation of the customer to notify the Company immediately of any service problems for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the problem experienced is not being caused by any action or omission by the customer within the customer's control.

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

#### 2.11 Restoration of Service

The use and restoration of Service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules of the Federal Communications Commission.

## 2.12 Billing Arrangements

The Customer will either be billed directly by the Company or its intermediary, or charges will be included in the Customer's regular telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company. Company may refuse to complete calls made by persons who receive regular telephone bills from a telephone company where for economic, technical and/or operational reasons the Company or its intermediary does not have an effective billing and collection agreement. To determine when calls cannot be completed, according to the company's records call 1-800-531-0457.

## 2.13 Deposits

Company may require deposits in accordance with the requirements of Ohio law. Any such deposit will be held as a guarantee of the payment cahrges provided for herein. The fact that a deposit has been made in no way relieves the Customer from complying with the prompt payment of bills on presentation. Deposits will be refunded and/or credited in the manner required by the PUCO.

## 2.14 Employee Concessions

Employees of the Company do not receive any discount for any of the Company's services.

## 2.15 Failure to Notify or Enforce

The failure to give notice of default, to enforce or to insist upon compliance with any of the terms or conditions herein, the waiver of any terms or conditions herein, or the granting of an extension of time for performance by the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions of this tariff shall remain at all times in full force and effect unless and until modified in writing.

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#### **SECTION 3 - DESCRIPTION OF SERVICE**

## 3.1 Timing of Calls

## 3.1.1 When Billing Charges Begin and Terminate for Phone Calls

The chargeable time for a long distance call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. When the called party picks up is determined by hardware answer supervision, in which the local telephone company sends a signal to the switch or the software utilizing digital format or audio tone detection. In any case, an unanswered call will not be billed. Chargeable time ends when the calling station hangs up or otherwise terminates the call. If the called station hangs up or otherwise terminates the call but the calling station does not, chargeable time ends when the connection is released either by automatic timing equipment in the telecommunications network or by the Underlying Carrier's operator.

## 3.1.2 Billing Increments

A. Unless otherwise specified in this tariff, the minimum call duration for billing purposes is 1 minute for a connected call. Customers will not be billed for calls of 6 seconds less. After the first 6 seconds of a call, the Customer will be billed for 1 minute. Calls beyond 1 minute are billed in 1 minute increments.

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

## 3.1 Timing of Calls, (Cont'd.)

## 3.1.2 Billing Increments, (Cont'd.)

# B. The 1010-123 Prepaid Plan

Service to Customers is billed by whole minutes, with partial minutes of usage rounded up to the next whole minute as follows:

Domestic Inter-State and Intra-state calls: Customers will not be billed for calls of 10 seconds or less. After the first 11 seconds of a call, the customer will be billed for 1 minute. Calls beyond 1 minute are billed in one minute increments. Fractional increments will be rounded upward to the full increment.

# Example:

Call Duration	Time Charged	
Up to and including 10 seconds	No charge	
From 11 seconds up to and including 1 minute	One minute	
From 1 minute, 1 second up to and including 2 minutes	Two minutes	
From 2 minutes, 1 second up to and including 3 minutes	Three minutes	
From 3 minutes, 1 second up to and including 4 minutes	Four minutes	
Etc.	Etc.	

## 3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

## 3.1.4 Uncompleted Calls

There shall be no charge for uncompleted calls.

Issued: June 16, 2008

Effective: June 16, 2008

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

#### 3.2 Calculation of Distance

Billing will not be based on distance. Every call within the State of Ohio will be billed, regardless of distance, at rates that vary based on the time and day on which the call is made.

## 3.3 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate of P.01.

#### 3.4 Promotions

The Company may from time to time engage in special promotional service offerings designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times and locations. Except for the rates charged under such promotions and any other specified terms and conditions of those promotions, including eligibility requirements for the promotion and the actions customers must take in order to be eligible, all terms and conditions of service contained in this Pricing Guide shall apply to the Company's promotional service offerings. All promotional offerings of the Company will be filed with and approved by the FPSC with specific starting and ending dates. All such promotions will be offered on a completely non-discriminatory basis with respect to each subscriber in the classification of service and area for which the promotion is offered and will allow each subscriber an equal opportunity for participation.

Issued: June 16, 2008 Effective: June 16, 2008

Issued by:

## **SECTION 4 - RATES**

# 4.1 Directory Assistance

Directory Assistance

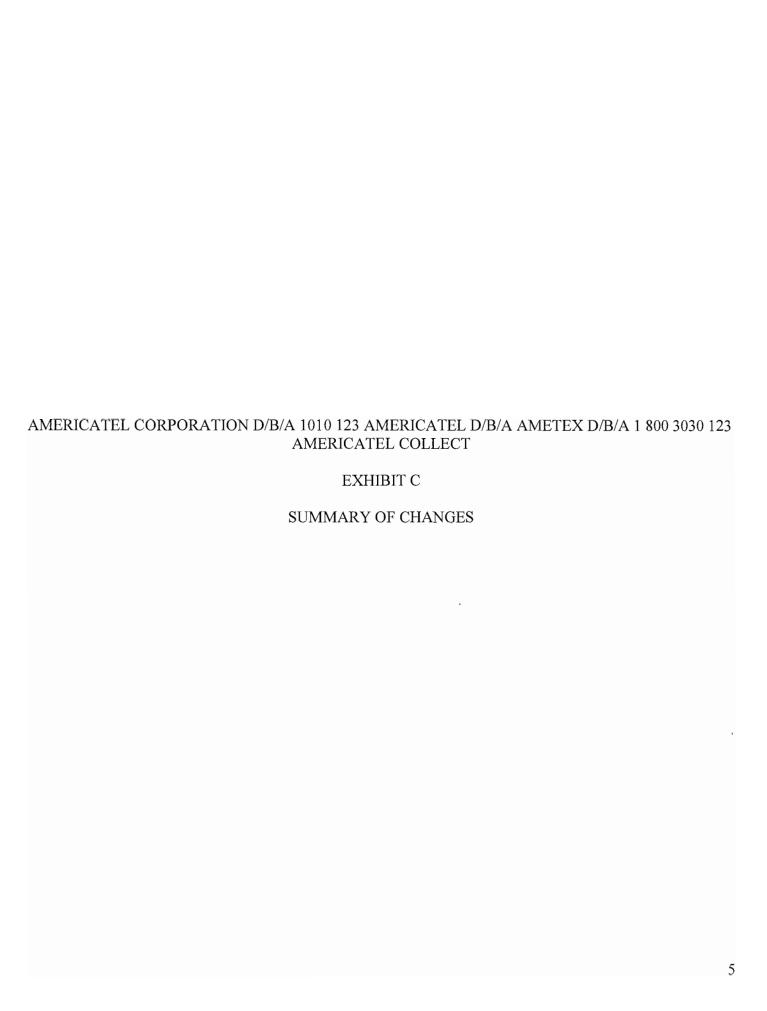
\$1.00

Issued: June 16, 2008 Effective: June 16, 2008

Issued by:

Regulatory Affairs AmericaTel Corporation 7631 Calhoun Place, Suite 650 Rockville, Maryland 20855

OHi0801



## Exhibit C

AmericaTel Corporation d/b/a 1010 123 Americatel d/b/a Ametex d/b/a 1 800 3030 123 Americatel Collect

# Narrative of Tariff Changes

P.U.C. Tariff No. 2 replaces P.U.C Tariff No. 1 in its entirety. The following pages have been deleted in P.U.C. Tariff No. 1 and are being posted on the Company's web site of <a href="https://www.americatel.com">www.americatel.com</a>.

Section	Pages affected	<u>Changes</u>				
1	7-8	Deletes Technical Terms and Abbreviations				
2	9-17	Deletes Regulations except Late Payment, Deposits and return Check Charge				
3	18-18.2	Deletes Timing of Calls				
	19-26	Deletes Message Telecommunications Service				
	26-28	Deletes Americatel Prepaid Phone Card Service				
	28-30	Deletes Americatel Ohio No Connection Fee Prepaid Phone Card Service				
	30-32	Deletes Americatel Global Prepaid Phone Card Service				
	33-35	Deletes Americatel Global No Connection Fee Prepaid Phone Card Service				
	35-37	Deletes Americatel First Choice Prepaid Phone Card Service				
	37-39	Deletes Americatel First Choice No Connection Fee Prepaid Phone Card Service				
	39-41	Deletes Americatel Prepaid Collection Card Service				
	41-44	Deletes Americatel Prepaid Collection Card No Connection Fee Service				
	44-46	Deletes Prepaid Collection Card Service				
	46-48	Deletes Prepaid Collection Card No Connection Fee Service				
	48-49	Deletes Pin Hosting Service				
	49-50	Deletes Dial-Around 10-15-688 AMETEX				
	50-51	Deletes 1-800-3030-123 Americatel Collect Service				
	51.1	Deletes Dial-Around Code 10-10-123 Americatel				
	51.2-51.3	Deletes 1010-123 Prepaid <sup>TM</sup> Plan				
	51.4-51.8	Deletes LineaPais <sup>TM</sup>				
	51.9-51.11	Deletes LineaPais <sup>TM</sup> Prepaid				
4	52-55	Deletes Message Telecommunications Service				
	55.1	Deletes Determining Applicable Rate in Effect				
	56-60	Deletes Prepaid Phone Card Service Rates and Charges				
	60-61	Deletes Dial-Around Code 10-15-688 AMETEX				
	61	Deletes 1 800 3030 123 Americatel Collect				
	62	Deletes Dial-Around 1010-123 Americatel; 1010-123 Prepaid <sup>TM</sup> Plan; LineaPais <sup>TM</sup>				
	63	Deletes LineaPais <sup>TM</sup> Prepaid				

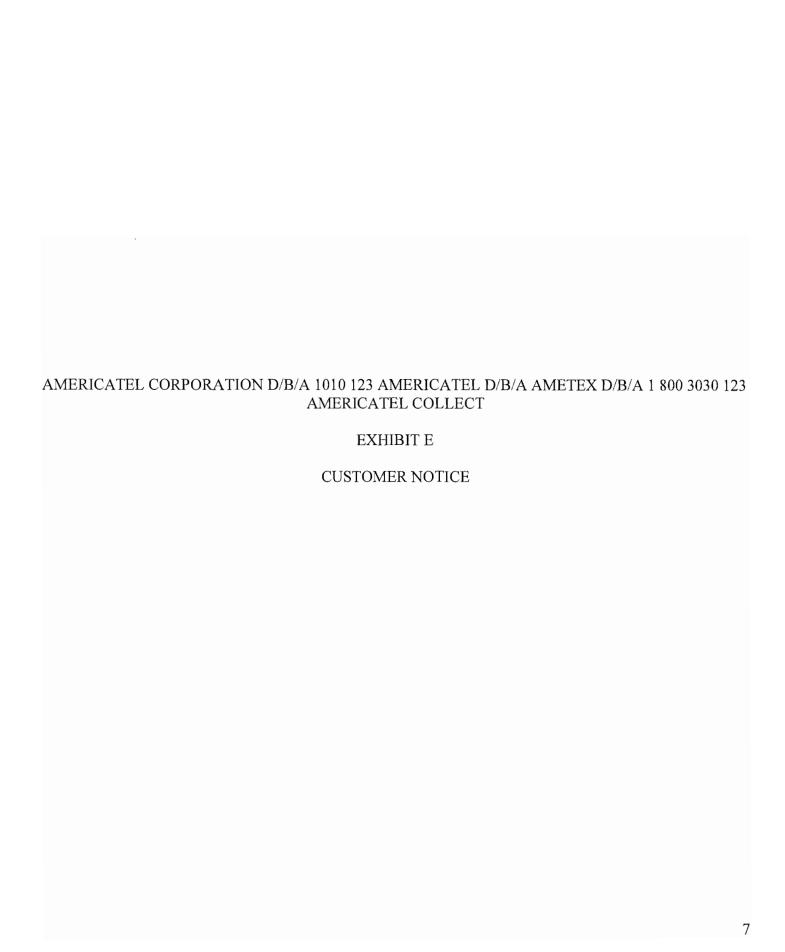
# AMERICATEL CORPORATION D/B/A 1010 123 AMERICATEL D/B/A AMETEX D/B/A 1 800 3030 123 AMERICATEL COLLECT

## **EXHIBIT D**

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

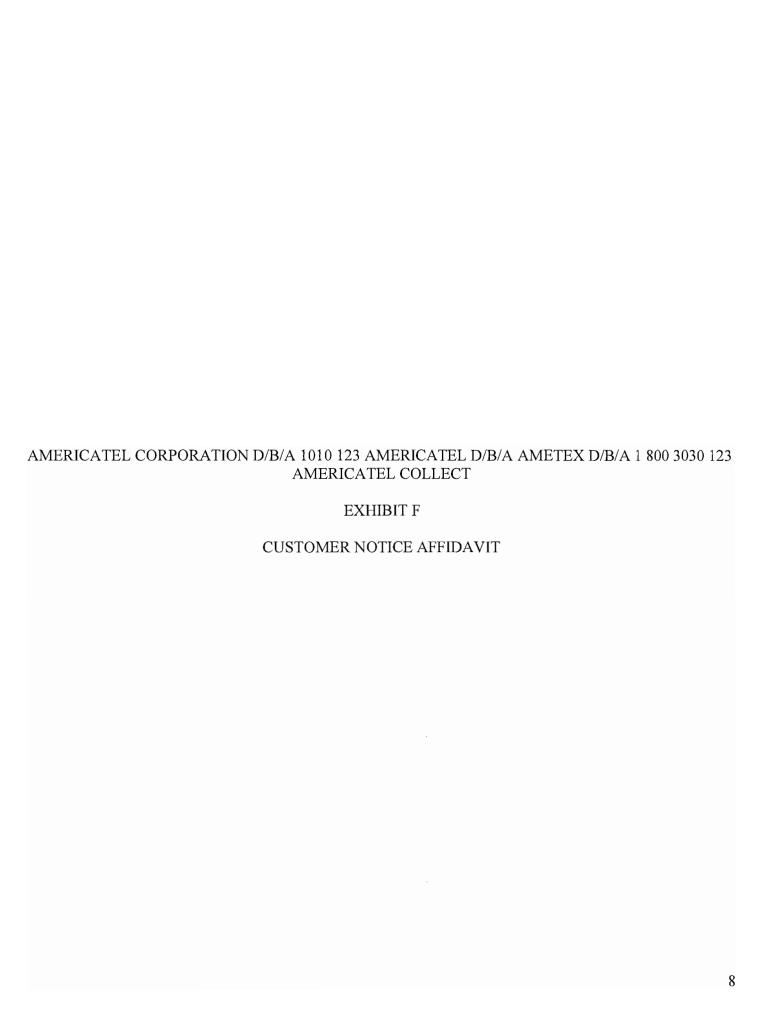
Web Address, and Company physical address where Customers may obtain copies of the materials and publications in Compliances with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3).

Rates, terms and conditions for Americatel Corporation d/b/a 1010 123 Americatel d/b/a Ametex d/b/a 1 800 3030 123 Americatel Collect can be located on the Company's website <a href="www.americatel.com">www.americatel.com</a>. Copies may also be obtained at the Company's main office at 7631 Calhoun Place, Suite 650, Rockville, MD 20855.



Por acta de la Comisión Regulatoria de Telecomunicaciones del Estado de Ohio, a partir del 2 de abril, 2008, información sobre los precios y términos y condiciones del servicio que le presta Americatel no se mantendrá en los registros de la Comisión si no, como siempre, se informarán en la página web de Americatel <a href="https://www.americatel.com">www.americatel.com</a>. También puede solicitar información llamando gratis al 877-613-0123 (para UniendoAmérica), 877-889-0123 (para LíneaPaís) y 877 404-0123 (para Americatel Prepagado).

By order of the Ohio Public Utilities Commission, as of April 2nd, 2008, information about the rates and terms and conditions of your Americatel service will not be on file with the Commission, but instead, as always, will continue to be available at Americatel's web page <a href="https://www.americatel.com">www.americatel.com</a>. You can also request information about your service by calling toll-free at 877-613-0123 (for UniendoAmérica), 877-889-123 (for LíneaPaís) y 877 404-0123 (for Americatel Prepagado).



#### **CUSTOMER NOTICE AFFIDAVIT**

STATE OF:

**MARYLAND** 

COUNTY OF:

**MONTGOMERY** 

# <u>AFFIDAVIT</u>

I, Robert Felgar, General Counsel, am an authorized agent of the applicant corporation, AmericaTel Corporation, and am authorized to make this statement on its behalf. I attest that the Customer Notice accompanying this affidavit was sent to affected customers via direct mail beginning on April 1st, 2008 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	6/1	3/08	ROC	Kville	M	$\mathcal{I}$
	(Date)	(Loca	ition)			

(Date): 61/3/08

Subscribed and sworn to before me this \_\_\_

Notary Public

My Commission Expire : My Commission Expires March 11, 2012

NOTARY PUBLIC Montgomery County, Maryland This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

6/16/2008 10:09:14 AM

in

Case No(s). 08-0733-TP-ATA

Summary: Application Detariffing Application electronically filed by Mr. Thomas M Forte on behalf of Startec Global Operating Company