FILE

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO LOCAL EXCHANGE SERVICE WITHIN THE STATE OF OHIO IN THE COUNTIES OF

Adams	Fairfield	Licking	Portage
Allen	Fayette	Logan	Preble
Ashland	Franklin	Lorain	Putnam
Ashtabula	Fulton	Lucas	Richland
Athens	Gallia	Madison	Ros
Auglaize	Geauga	Mahoning	Sandusky
Belmont	Greene	Marion	Scioto
Brown	Guernsey	Medina	Seneca
Butler	Hamilton	Meigs	Shelby
Carrol	Hancock	Mercer	Stark
Champaign	Hardin	Miami	Summit
Clark	Harrison	Monroe	Trumbul
Clermont	Henry	Montgomery	Tuscarawas
Clinton	Highland	Morgan	Union
Columbiana	Hocking	Morrow	Van Wert
Coshocton	Holmes	Muskingum	Vinton
Crawford	Huron	Noble	Warren
Cuyahoga	Jackson	Ottawa	Washington
Darke	Jefferson	Paulding	Wayne
Defiance	Knox	Perry	Williams
Delaware	Lake	Pickaway	Wood
Erie	Lawrence	Pike	Wyandot

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Here within is the local and interexchange tariff for Net talk and all terms and conditions, where applicable, apply to regulated and detariffed services. Information, rates, terms, conditions about detariffed services can be found at www.nettalk.com with principal offices at 1100 NW 163rd Dr. N. Miami, FL 33169 for services furnished within the State of Ohio. This Tariff is also on file with the Public Utility Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
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Issued by: A. Kyriakides, Pres. (09-227-TP-ACE/90-9366-TP-TRF)
1100 NW 163rd Dr.
N. Miami, FL 33169

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CHECK SHEET

Pages of this Tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise al changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

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* - indicates those pages included with this filing

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3	9	First	3	38	First	
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3	13	First	3	42	First	
3	14	First	4	1	Original	
3	15	First	4	2	First	*
3	16	First	4	2.1	Original	*
3	17	First	4	3	Original	
3	18	First	4	4	First	*
3	19	First	4	5	First	*
3	20	First	5	1	Original	
3	21	First	5	2	Original	
3	22	First	5	3	Original	
3	23	First	5	4	Original	
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* - indicates those pages included with this filing

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6	9	Original				
6	10	Original				
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6	13	First	*			
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8	1	First	*			
9	1	Original				
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10	1	Original				
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11	4	Original				
12	1	First	*			
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12	4	First	*			

* - indicates those pages included with this filing

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this Tariff for the purpose indicated below:

(C) To signify changed regulation.

(D) To signify discontinued rate or regulation.

(I) To signify increased rate.

(M) To signify a move in the location of text.

(N) To signify new rate or regulation.

(R) To signify reduced rate.

(S) To signify reissued matter.

(T) To signify a change in text but no change in rate or regulation.

APPLICATION OF TARIFF

This Tariff filed by the Company describes the Regulated Local Service Tier 1 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 certain Tier 2, 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.Net Talk.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.

This Tariff is on file with the Public Utility Commission of Ohio. In addition, this Tariff is available for review at the main office of NET TALK.COM, INC., 1100 NW 163rd Dr. N. Miami, FL 33169.

This Tariff is effective for local exchange services only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

SERVICE AREA DESCRIPTION

Net Talk will offer service in those areas currently served by AT&T Ohio This Tariff is effective only where an interconnection agreement is effective between the Company and the underlying carrier. Specific service area information may be found in Section 3 of this Tariff.

TARIFF FORMAT

A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the page currently in effect.

C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

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

SECTION 1 - DEFINITIONS

Acces Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Account Codes - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shal be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a cal originates.

Commission - Public Utility Commission of Ohio.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company – NET TALK.COM, INC., the issuer of this Tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

SECTION 1 - DEFINITIONS, (CONT'D.)

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

ICB - Individual Case Basis.

IXC or Interexchange Carrier- A long distance telecommunications services provider.

SECTION 1 - DEFINITIONS, (CONT'D.)

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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

MOU - Minutes of Use.

MTS - Minimum Telephone Service Standards

NECA - National Exchange Carriers Association.

Non-Recurring Charge ("ANRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

SECTION 1 - DEFINITIONS, (CONT'D.)

PBX - Private Branch Exchange

PIN - Personal Identification Number. See Authorization Code.

Point of Presence ("APOP") - Point of Presence.

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

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Order - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tarifff.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

SECTION 1 - DEFINITIONS, (CONT'D.)

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from NET TALK. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a cal utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this Tariff.

Net Talk - Refers to NET TALK.COM, INC., issuer of this Tariff.

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the state of Ohio.

Customer may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of al the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

A. Service is provided on the basis of a minimum period of one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

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

C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shal survive such termination.

D. Service may be terminated upon written notice to the Customer, pursuant to the Minimum Telephone Service Standards as codified Chapter 4901:1-5, of the Ohio Administrative Code, if:

.1 the Customer is using the service in violation of this Tariff; or

.2 the Customer is using the service in violation of the law.

E. This Tariff shall be interpreted and governed by the laws of the state of Ohio regardless of its choice of laws provision.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

F. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

G. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6 and pursuant to the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code.

B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. In addition, and pursuant to the minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code, interest of at least 5% per annum will be paid in the event of a customer over charge

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

.1 Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;

.2 Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to: fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

.3 Any unlawful or unauthorized use of the Company's facilities and services;

.4 Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

.5 Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

.6 Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.

.7 Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

.8 Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

.9 Any noncompletion of calls due to network busy conditions;

.10 Any calls not actually attempted to be completed during any period that service is unavailable;

.11 And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

G. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.

H. **Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be, in accordance with the MTSS, a credit of not less than three months local service charges. Such credit shall not apply in cases where the Customer has provided such listing information after the deadline for directory publication.

I. *Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.*

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

I. With respect to Emergency Number 911 Service:

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

.2 Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

.3 When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification, 7 days in advance, of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affects many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or Unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff and pursuant to the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code. Any applicable installation credit will be provided in compliance with the pursuant to the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code.

B. The Company shall use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.

E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

.1 the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

.2 the reception of signals by Customer-provided equipment.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

A. where facilities are not presently available to provide service other than basic service;

B. of a type other than that which the Company would normally utilize in the furnishing of its services;

C. over a route other than that which the Company would normally utilize in the furnishing of its services;

D. in a quantity greater than that which the Company would normally construct;

E. on a temporary basis until permanent facilities are available;

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

SECTION 2 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained al required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.2.3 The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply. This does not apply to number portability. Number portability is treated using the normal FCC protocol.

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with Tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

A. the payment of all applicable charges pursuant to this Tariff;

B. reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

D. obtaining, maintaining, and otherwise having full responsibility for al rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.) Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

E. providing a safe place to work and complying with al laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

F. complying with all laws and regulations applicable to, and obtaining al consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and

H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from al claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary of intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A Customer may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.

2.4.2 Station Equipment

A. Terminal equipment on the Customer's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carriers that are applicable to such connections.

C. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it de ms necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is de med necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to the Customer pursuant to the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code.

A. All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill.

B. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month in which service is provided. Usage charges will be billed in arrears.

C. For new customers or existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

D. Amounts not paid within thirty (30) days after the date of the invoice, but no sooner than fourteen (14) days after the postmark on the bill, are considered past due, and a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the due date minus any charges billed as local taxes, multiplied by 1.5%.

E. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.2 Billing and Collection of Charges, (Cont'd.)

F. Return Check Charge

The Customer will be assessed a $40 charge for each check submitted by the Customer to the Company that a financial institution refuses to honor.

G. If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges, no more than $99 and pursuant to the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code

2.5.3 Disputed Bills

A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.

B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Public Utility Commission of Ohio. The complaint may be filed at the following address:

Service Monitoring and Enforcement Department
Public Utilities Commission of Ohio
180 East Broad Street,
Columbus, Ohio 43215-3793

Toll Free Telephone: 1-800-686-7826
TTY Toll Free Telephone: 1-800-686-1570

From 8:00 AM to 5:00 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: 1-877-742-5622
From 8:00 AM to 5:00 PM (EST) weekdays or at www.pickocc.org.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

A. To safeguard its interests, the Company may require a Customer to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit may be required if the Customer does not otherwise satisfactorily establish credit under the criteria set forth in pursuant to the Minimum Telephone Service Standards as codified in Sections 4901:1-5 of the Ohio Administrative Code. No such deposit will be required of a Customer that has established satisfactory credit. All deposits will be handled in accordance with Sections 4901:1-5 of the Ohio Administrative Code. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

B. The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

C. A deposit may be required in addition to an Advance Payment.

D. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

E. Deposits held for 180 days or longer will accrue interest in pursuant Sections 4901:1-5 of the Ohio Administrative Code and will be refunded to the Customer after twelve consecutive months if the following conditions are met: a) the Customer must have paid the bill for twelve consecutive months without having service discontinued for nonpayment; b) the Customer must not have been late in paying the bill more than two times within a twelve month period; and c) the Customer must not be delinquent in bill payment at the end of the twelve month period

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 4901:1-5-10 Service Termination

A. General

Telecommunications providers shall disconnect customer service(s) only in accordance with this rule. Subject to the provisions of this rule, customers may be disconnected from a telecommunication provider's service(s) for the nonpayment of past due charges.

Where two or more regulated services and/or regulated and unregulated services are offered together under a package price, a failure to timely pay the entire package price may render as past due the charges for all services included in the package and, as such, may result in disconnection of all services included in the package.

If a customer is disconnected for nonpayment of past due charges, the incumbent local exchange carrier (ILEC) shall, upon request, reconnect the customer to stand-alone basic local exchange service (BLES) upon the customer's payment of an amount sufficient to cover the ILEC's tariffed rate for stand-alone (BLES) service, all associated taxes and government mandated surcharges (i.e., universal service fund and 9-1-1 service charges), and any applicable deposit and reconnection fee, and upon the customer entering into a payment arrangement for all unpaid regulated charges. If the customer is disconnected for nonpayment of past due charges, the local exchange carrier (LEC) may require the customer to pay the entire amount of all unpaid regulated charges, along with any applicable deposit and reconnection charges, prior to reconnecting service of any kind to the customer other than stand-alone (BLES)

Earlier than fourteen days after the customer's account is past due. Without mailing a written notice of disconnection postmarked at least seven days prior to the date of disconnection. Such notice may be included on the customer's next bill, provided the bill is postmarked at least seven days prior to the date of disconnection of service reflected on the bill, and provided that the disconnection language is clearly highlighted such that it stands apart from the customer's regular bill language. Notice may be by e-mail if the customer agrees to electronic bills.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Service Termination, (Cont'd.)

A. General, (Cont'd.)

After 12:30 p.m., if the possibility of service reconnection on the day following the disconnection is not made available to the customer by the telecommunications provider

Where a customer pays the company the total amount due, (or an amount agreed upon between the company and the customer) by the close of business on the disconnection date listed on the disconnection notice.

A LEC may restrict long distance service to a customer who owes past due long distance charges to the LEC or to a provider on whose behalf the LEC is billing. The LEC shall not restrict a customer from establishing toll service with a different toll provider for whom it does not bill.

A notice of disconnection for nonpayment shall include all of the following information:
1.The earliest date disconnection may occur.
2.Information sufficient for the customer to identify what services will be disconnected
3.The total dollar amount due to avoid disconnection which shall not exceed the past due amount for the service(s) subject to disconnection
4.The minimum dollar amount necessary to maintain basic local exchange service, if applicable.
5.The address and toll-free telephone number of the office of the telecommunications provider that the customer may contact for more information on how and where to pay the customer's account.
6.A statement that payments to an unauthorized payment agent may result in the untimely or improper crediting of the customer's account.
7.A statement identifying if a reconnection fee and/or deposit may apply.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Service Termination

A. General (Cont'd)

The following statement:
If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called (name of utility), or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov

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

A telecommunications provider must notify, or attempt to notify through reasonable means, a customer before service is refused or disconnected when any of the following conditions exist:

1.When the customer violates or fails to comply with their contract with the telecommunications provider or telecommunications provider's tariff(s).
2.When telephone service to a customer violates any law of this state or any political subdivision thereof, or any federal law or regulation.
3.When the landlord of a customer, the tenant/customer, or a consumer refuses to allow the telecommunications provider access to its facilities or equipment on the customer's property or property leased by the customer.
4.When the customer is suspected of engaging in any fraudulent action to obtain or maintain telephone service.

A.No notice is required prior to disconnection and a telecommunications provider may disconnect the customer for any of the following reasons:

1.Tampering with a telecommunications provider's property.
2. A use or misuse of telephone service or equipment which adversely affects telephone service to other customers.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Service Termination (Cont'd)

3. In order to eliminate, mitigate or avoid a safety hazard to customers or their premises, to the public, or to the telecommunications provider's personnel or facilities.

(I)Regulated telecommunications services may not be refused or disconnected to any service applicant or customer for any of the following reasons:

(1) Failure to pay for residential service furnished to a former customer unless the former customer and the new applicant for service continue to be members of the same household.
(2) Failure to pay for a different class of service. Residential service may not be denied or disconnected for nonpayment of a nonresidential account.
(3) Failure to pay any amount which is in bona fide dispute. The telecommunications provider may not disconnect service if the customer pays either the undisputed portion of the bill or where the disputed amount is in question, the customer pays the amount paid for the same billing period in the previous year.

(J) Unless prevented by circumstances beyond the telecommunications provider's control or unless a customer requests otherwise, each telecommunications provider shall reconnect previously disconnected service by five p.m. on the next business day upon any of the following:

(1) Receipt by the telecommunications provider or its authorized payment agent of the full amount in arrears for which service was disconnected including any applicable deposit and reconnection fee.
(2) Verification by the telecommunications provider that the conditions which warranted disconnection of service have been eliminated.
(3) Agreement by the telecommunications provider and the customer on a deferred payment plan and a payment, if required, under the plan.

(K)A telecommunications provider may not insist upon payment of any amount that has not been included on a notice of disconnection as a prerequisite to restoring service under this rule. The telecommunications provider shall inform the customer of the amount to avoid disconnection and/or, if applicable, the amount to retain basic local exchange service, whenever discussing a pending disconnection with a customer.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Service Termination (Cont'd.)

(L)Each facilities-based LEC shall maintain access to 9-1-1 emergency services on a residential customer's line for a minimum of fourteen days if a customer's service is disconnected for nonpayment of a past due charge(s).

(M)Any customer reconnecting service in the period of time used by the facilities-based to comply with paragraph (K) of this rule shall be treated as a reconnection and not as a new customer establishing new service.

(N)If a customer or member of the customer's household demonstrates that disconnection of service would be especially dangerous to his/her health, the must consider this circumstance when offering extended payment arrangements to avoid disconnection. Payment arrangements shall be offered regardless of the credit class of the customer.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (Cont'd.)

[Reserved for Future or Updated Regulations]

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Cancellation of Application for Service

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

A. Where the Company has notified a Customer or prospective Customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service

2.6.1 Credit for Interruptions

A. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rate adjustment of the monthly recurring charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption pursuant to the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code.

B. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed twenty-four (24) hours in duration will be rounded up to the next whole 24 hours.

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.2 Limitations on Allowances

Pursuant to the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code, no credit allowance will be made if the out-of-service condition:

.1 Occurs as a result of a negligent or willful act on the part of the subscriber;

.2 Occurs as a result of a malfunction of subscriber-owned telephone equipment or inside wire;

.3 Occurs as a result of a military action, war, insurrection, riot, or strike; or

.4 Cannot be repaired due to the subscriber missing a repair appointment.

2.6.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.4 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted for contract customers only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.7 Use of Customer's Service by Others

2.7.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this Tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

SECTION 2 - REGULATIONS, (CONT'D.)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of a contract term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.8.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus

B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus

C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wal Street Journal on the third business day following the date of cancellation;

D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

Inclusion of early termination liability by the Company in its Tariff 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.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.9.1 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.9.2 pursuant to any financing, merger or reorganization of the Company.

SECTION 2 - REGULATIONS, (CONT'D.)

2.10 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this rate sheet.

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars ($50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Notices and Communications

2.11.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver al notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.11.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.11.3 All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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

2.11.5 Customer bills will contain all of the information required, pursuant to the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code.

SECTION 2 - REGULATIONS, (CONT'D.)

2.12 Miscellaneous Provisions

2.12.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if al charges against the account are paid or assumed by the new Customer.

2.12.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

The Company provides Local Exchange Services, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

1. AT&T Ohio

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the relevant ILEC's Local Exchange Services Tariffs of AT&T Ohio. The Company does not concur in the rates of the ILEC. The Company's rates are set out in this Tariff.

SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Installation Charge: Applies to installation of original access line.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Service Order Charge: Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the addition of calling features.

Repair Charge: Applies to repair of installed lines associated with access line.

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.1 Service Order and Change Charges, Cont'd.

4.1.2 Rates – Tier I Services

	MAXIMUM Nonrecurring Charge	
	Business	**Residential**
Line Connection Charge		
Primary Line	$40.00	$20.00
Secondary Line	$40.00	$20.00
Service Order Charge	$10.00	$10.00
Moves/Adds/Changes	$30.00	$30.00

	CURRENT Nonrecurring Charge	
	Business	**Residential**
Line Connection Charge		
Primary Line	$40.00	$20.00
Secondary Line	$40.00	$20.00
Service Order Charge	$10.00	$10.00
Moves/Adds/Changes	$25.00	$25.00

4.2 Premises Visit Charge – Tier 2 Services

Premises Visit charges apply when the installation of network access facilities or trouble resolution Require a visit to the Customer's premises. The Customer will be advised before a visit of the possibility of a premise charge. The Customer will also be advised to check the Network Interface Device (NID) in accordance with PUCO Case No. 86-927-TP-COI. The Customer will also be advised that if a NID is not in place and the Company cannot ascertain with certainty that the service difficulty is located on the Customer's side of the demarcation point, the Company is required to come to the location at no charge to diagnose the problem and install a NID at no charge during this premises visit.

	CURRENT Nonrecurring Charge	
	Business	**Residential**
Installation Charge – 1st Hour	$ 60.00	$ 30.00
Repair Charge – 1st ½ Hour	$ 40.00	$ 20.00
Repair Charge – Each Add'l ½ Hour	$ 20.00	$ 10.00

4.2.1 If Tier 1 & Tier 2 services are ordered, a flat fee in the amount no greater than $100.00 applies

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.3 Restoral Charge – Tier I Services

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	MAXIMUM Nonrecurring Charge	
	Business	**Residential**
Per occasion, per line:	$50.00	$50.00

	CURRENT Nonrecurring Charge	
	Business	**Residential**
Per occasion, per line:	$20.00	$20.00

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription

4.4.1 Presubscription Procedures

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

If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of al available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 30 calendar days in which to inform the Company of an intraLATA and/or interLATA toll carrier presubscription selection free of charge. Until the Customer informs the Company of his/her choice for toll carrier(s), the Customer will not have a presubscribed toll carrier, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll presubscription within the 30day period will not be assessed a service charge for the initial Customer request.

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

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription

4.4.2 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply.

1. The charge shall be no greater than those set forth below, unless modified by a Company-specific Commission-approved Tariff.

2. If the Customer changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

Nonrecurring Charges IntraLATA Presubscription Change Charge

The IntraLATA Presubscription Change Charge shall be applied as follows:

Per business or residence line, trunk, or port:

	Nonrecurring Charge	
	MAXIMUM	**CURRENT**
Manual Process	$5.00	$5.00
Electronic process	$1.25	$1.25

SECTION 5 – LOCAL EXCHANGE SERVICE

5.1 General

Local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

5.1.1 Application of Business and Residential Rates

A. The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.

B. Business rates apply at the following locations, among others:

1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
4. In any residence location where there is substantial business use of the service and the Customer has no service at business rates.

SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.1 General, (Cont'd.)

5.1.1 Application of Business and Residential Rates

C. Residence rates apply at the following locations, among others:

1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates another location.

SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

5.2.1 Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.

5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

5.2.3 Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.

5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

5.2.5 All times refer to local time.

SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Basic Local Exchange Service

5.3.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

a) receive calls from other stations on the public switched telephone network;

b) access the Company Local Calling Services and other Services as set forth in this Tariff;

c) access interexchange calling services of the Company and of other carriers;

d) access (at no additional charge) to Company operators and business office for service related assistance;

e) access toll-free telecommunications services such as 80 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);

f) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residence and Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the Tariffed use offering selected by the Customer.

SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Basic Local Exchange Service (Cont'd.)

5.3.2 Residential Package 1 – Flat Rate Unlimited Calling*

Flat Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only.

Residential Package 1 includes Flat Rate Unlimited Calling with the following features:
Caller ID,Call Waiting, Call Forwarding/MultiRing, 3-Way Calling,
Caller ID Block, Do not Disturb, Anonymous Call Block, 411

Flat Rate Local Exchange Service includes unlimited local exchange calling per month.
**This service can only be purchased with detariffed and non-regulated services. Please see website for pricing and more information.www.nettalk.com*

SECTION 6 – SUPPLEMENTAL SERVICES

6.1 Packaged Residential Calling Features

The features in this section are made available on an individual basis free of charge. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.1 Feature Descriptions

Anonymous Call Block - Gives the Customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. The screening list holds a maximum of fifteen (15) numbers.

Auto Call Back - Allows a Customer to return the most recent incoming call and hear an announcement of the last telephone number that called.

411 – Directory Assistance

Call Forwarding - Allows incoming calls forwarded to be forwarded to another line specified by the Customer by dialing a code and the telephone number to which the calls will be forwarded.

Call Waiting / Call Waiting with Caller ID – Allows the Customer engaged in a call to receive a tone signal indicating a second cal is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call. Call Waiting with Caller ID provides Call Waiting service with the display of Caller ID information for the call that is waiting.

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Packaged Residential Calling Features, (Cont'd.)

6.1.1 Feature Descriptions, (Cont'd.)

Caller ID Name and Number– Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

Priority Call - Allows a Customer to assign a maximum of fifteen (15) callers' telephone numbers to a special list. The customer will hear a distinctive ring at his location when calls are received from callers' telephone numbers on that list.

Speed Calling 8 - Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

Three-Way Calling - Allows the Customer to add a third party to an existing conversation.

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Maximum Rates for Tier I Features

A. Features Offered on a Monthly Basis

The following optional calling features are offered to Customers free of charge. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

	Monthly Recurring Charge	
Feature	**Business**	**Residential**
Caller ID	$0.00	$0.00
Call Waiting	$0.00	$0.00

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates, (Cont'd.)

B. Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

Feature	Per Use
Call Trace	$1.50

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.2 Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

Per Call Charge $1.25

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Operator Services

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Third Party Billed - Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls - Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Operator Services, (Cont'd.)

6.3.1 Local Usage Charges

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

Per Call Service Charges

Customer Dialed Calling Card	$0.75
Operator Dialed Calling Card	$2.50
Operator Assisted	
Collect	$2.50
3rd Party Billed	$2.50
Person-to-Person	$4.50

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.4 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the cal has already been verified as busy.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

Busy Line Verification and Emergency Interrupt Service

	MAXIMUM	CURRENT
Busy Line Verification, per request	$2.50	$2.50
Busy Line Interrupt, per request	$5.00	$2.50

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service

6.5.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

6.5.2 Listings

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (Cont'd.)

B. Additional Listings

Additional listings may be the listings of individual names of those entitle to use the customer's service or , for business, Departments, Divisions, Trade names, etc.

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club.

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business or residence classification as the service with which such listings are furnished.

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (Cont'd.)

C. Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the cal by number. The Company will adhere to this practice not withstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (Cont'd.)

D. Nonlisted Service

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance cal completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and al claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.3 Maximum Monthly Rates for Tier I Services

	MAXIMUM Monthly Rate	
	Busines	**Residential**
Nonpublished Service	$6.00	$6.00

	CURRENT Monthly Rate	
	Busines	**Residential**
Additional Listings	$1.50	$1.00
Nonlisted Service	$2.00	$2.00
Nonpublished Service	$4.50	$4.50

SECTION 7 – ACCESS SERVICES

7.1 General

Rates and regulations for the Access Services offered by the Company may be found in Ohio Tariff No. 2 for NET TALK.COM, INC.

SECTION 9 – SPECIAL ARRANGEMENTS

9.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB will be filed with the Public Utility Commission for approval

SECTION 10 - PROMOTIONAL OFFERINGS

10.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

10.2 Special Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Commission prior to the effective date of any promotional offering.

SECTION 11 – Service Connection Assistance

A. General

Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

- Waiver of applicable deposit requirements within this tariff.
- Full or partial waiver up to $60 of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 4.1 of this tariff (Service Connection Assistance does not apply to network wiring charges).

B. Regulations

1. Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:

   a. Home Energy Assistance Program (HEAP);

   b. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;

   c. Food Stamps;

   d. Federal Public Housing or Section 8 Assistance; or

   e. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).

   f. The National School Lunch Program

   g. Ohio Works First (formerly AFDC)/Temporary Assistance to Needy Families (TANF)

2. The Telephone Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Paragraph 2.B.1.above; identifying the specific program or programs from which the customer receives benefits.

3. Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.

4. Service Connection Assistance is available for all grades of service.

SECTION 11 – Service Connection Assistance (cont'd)

5. Service Connection Assistance is available for a single telephone line at the customer's principal place of residence.

6. Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the customer's current address.

7. Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.