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Philip R. Adams, Jr.

April 15, 2009

Via Overnight Mail

Leon L. Nowalsky Benjamin W. Bronston

Edward P. Gothard

Chief Clerk Public Utilities Commission of Ohio 180 East Broad Street Columbus, OH 43215-3793

99.335-TP. ATA

Access2go, Inc. RE:

90-6210 CT TRE Detariffing application

Dear Sir or Madam:

Enclosed please find an original and ten (10) copies of the MTS detariffing application for Access2go, Inc.

An additional copy of this filing has been enclosed to be file-stamped and returned in the envelope provided as evidence of the filing.

Should you have any questions, please do not hesitate to call.

Sincerely,

Keggelum Becky Heggelund

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business. Technician ___Date Processed

The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

DETARIFFING AND RELATED ACTIONS

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

In the Matter of the Application of Access2go, Inc. to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD)))	TRF Docket No. 90 Case No TP - ATA NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.	
Name of Registrant(s) Access2go, Inc.			
DBA(s) of Registrant(s)			
Address of Registrant(s) 4700 N. Prospect Rd., Suite 2008, Pe	eoria Heigh	ts, IL 61616	
Company Web Address www.acc2go.com			
Regulatory Contact Person(s) Mark Lammert, CPA		Phone 1-407-260-1011	Fax 407-260-1033
Regulatory Contact Person's Email Address mark@csilongwe	ood.com		
Contact Person for Annual Report Mark Lammert, CPA			Phone (407) 260-1011
Address (if different from above) 4700 N. Prospect Rd., Suite	2008, Peo	ria Heights, IL 61616	
Consumer Contact Information Kevin Morgan, President		•	Phone (800) 990-9093
Address (if different from above)			

Part I - Tariffs

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

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

Carrier Type	ILEC	☐ CLEC	✓ CTS
Business Tier 2 Services	p+2 /		X
Residential & Business Toll Services			X
Other Changes required by Rule (Describe in detail in Exhibit C)			□Z {′

Part II - Exhibits

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

Included	Identified As:	Description of Required Exhibit:
X	Exhibit A	The existing affected tariff pages.
X	Exhibit B	The proposed revised tariff pages.
X	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
X	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including:
		 citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
[3]	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. - Attestation

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Becky legglish

, and am authorized to make this statement on its behalf.

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

Executed on (Date) 4-15-09 at (Location) Multaviel. 4

(Signature and Title) Skleygelund (Date) 415-09

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

<u>VERIFICATION</u>

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

*(Signature and Title) Blown Bloggeller

(Date) 7-15-09

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

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

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

Or

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

Exhibit A Existing Tariff Pages

TITLE SHEET

OHIO TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for intrastate interexchange telecommunications services provided by Access2Go, Inc. with principal offices at 4609 N. Prospect Rd., Peoria Heights, IL 61616. This tariff applies for services furnished within the state of Ohio. This tariff is on file with the Ohio Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: October 15, 2004 Effective: November 15, 2004

by:

CHECK SHEET

Sheets 1 through 32 inclusive of this tariff are effective as of the date shown at the bottom of each respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
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24	Original
25	Original
26	Original
27	Original
28	Original
29	Original

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Effective: November 15, 2004

Original Sheet 3

CHECK SHEET (continued)

SHEET	<u>REVISION</u>
30	Original
31	Original
32	Original

Issued: October 15, 2004

Jamison J. Shefts

President 4609 N. Prospect Rd.

Peoria Heights, IL 61616

by:

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SYMBOLS

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

- D Delete or Discontinue
- I Change Resulting in an Increase to a Customer's Bill
- M Moved From Another Tariff Location
- N New
- R Change Resulting in a Reduction to a Customer's Bill
- T Change In Text or Regulation but no Change in Rate or Charge

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TARIFF FORMAT

- A. <u>Sheet Numbering</u> Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. <u>Sheet Revision Numbers</u> Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the ICC. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14 OPUC cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the OPUC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. <u>Paragraph Numbering Sequence</u> There are 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).

D. <u>Check Sheets</u> - When a tariff filing is made with the OPUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new 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. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the OPUC.

Issued: October 15, 2004 Effective: November 15, 2004

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Access2Go, Inc. network switching center.

Authorization Code - A numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Commission - Ohio Public Utilities Commission.

Company or Carrier - Access2Go, Inc.

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

InterLATA Toll Call - Any call terminating beyond the LATA of the originating caller.

IntraLATA Toll Call - Calls terminating within the LATA of the originating caller.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

Issued: October 15, 2004 Effective: November 15, 2004

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Access2Go, Inc.

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Access2Go. telecommunications between points within the State of Ohio. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in Ohio.

- 2.1.1 The services provided by Access2Go, Inc. are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Access2Go, Inc. and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Access2Go, Inc.

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- 2.1 <u>Undertaking of Access2Go, Inc.</u> (continued)
 - 2.1.3 In accordance with the OAC 4901:1-05, the Company reserves the right to limit the length of communications to discontinue furnishing services, when the use of service becomes or is in violation of the law or a provision of this tariff.
 - 2.1.4 Unless otherwise stated, the Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 <u>Use and Limitations of Services</u>

- 2.2.1 Access2Go, Inc.'s services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of Access2Go, Inc.'s services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Access2Go, Inc.'s services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Access2Go, Inc. does not transmit messages, but the services may be used for that purpose.
- 2.2.5 Access2Go, Inc.'s services may be denied for nonpayment of charges or for other violations of this tariff or for other violations of this tariff subject to Section 2.5 herein, and in compliance with the Ohio MTSS.

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2.2 <u>Use and Limitations of Services</u> (continued)

- 2.2.6 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.7 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.
- 2.2.8 All facilities provided under this tariff are directly controlled by Access2Go, Inc. and the Customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.9 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transfers.

2.3 <u>Liability of the Company</u>

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by fire, war, civil disturbance, act of government, terrorism, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

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- 2.3 <u>Liability of the Company</u> (continued)
 - 2.3.4 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities shall, in no event, exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur. No other liability in any event shall attach to the Company, except as ordered by the Commission.
 - 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity of any other property whether owned or controlled by the Customer or others.
 - 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
 - 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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2.4 Responsibilities of the Customer or Subscriber

- 2.4.1 The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to authorized users.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Access2Go, Inc. on the Customer's behalf.
- 2.4.3 If required for the provision of Access2Go, Inc. services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Access2Go, Inc.'s services.

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2.4 Responsibilities of the Customer or Subscriber (continued)

2.4.5 The Customer shall ensure that its equipment and/or system is properly interfaced with Access2Go, Inc. facilities or services, that the signals emitted into the Access2Go, Inc. network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Access2Go, Inc. will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Access2Go, Inc. equipment, personnel, or the quality of service to other Customers, Access2Go, Inc. may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Access2Go, Inc. may, upon written notice, terminate the Customer's service.

2.4.6 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.

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- 2.4 Responsibilities of the Customer or Subscriber (continued)
 - 2.4.7 The Customer must pay for the loss through theft of any Access2Go, Inc. equipment installed at Customer's premises.
 - 2.4.8 The Customer is responsible for the payment of charges for all calls originated at the Customer's numbers, even when those calls are originated by fraudulent means, either from the Customer's premises or from remote locations.
 - 2.4.9 The Customer or authorized user is responsible for compliance with the applicable regulations set forth in this tariff.
 - 2.4.10 The Customer or authorized user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

2.5 Cancellation or Discontinuance of Services

- 2.5.1 Without incurring liability, Access2Go, Inc. may discontinue services to a customer upon 14 days after the due date of the bill, with written notice, postmarked at least 7 days prior to disconnection for non-payment only, all others in accordance with the OAC 4901-1-5 MTSS.
 - 2.5.1.A For nonpayment of any sum due Access2Go, Inc. upon 14 days after the due date of the bill, with a written notice, postmarked at least 7 days prior to disconnection.
 - 2.5.1.B For violation of any of the provisions of this tariff,
 - 2.5.1.C For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
 - 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Access2Go, Inc. from furnishing its services.

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- 2.5 <u>Cancellation or Discontinuance of Services (continued)</u>
 - 2.5.2 Without incurring liability, Access2Go, Inc. may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and services and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified within a reasonable amount of time.
 - 2.5.3 Service may be discontinued by Access2Go, Inc., without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using a call screening method which generates a network message not allowing calls to complete, when Access2Go, Inc. deems it necessary to take such action to prevent unlawful use of its service. Access2Go, Inc. will restore service as soon as it can be provided without undue risk.
 - 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

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2.6 <u>Interruption of Service</u>

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing, inspecting, or adjusting, of equipment; or to the failure of channels or equipment provided by the Customer; or to the Company's blocking of services to certain locations; and that is not caused by the Customer, is subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities in compliance with the MTSS.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations within a reasonable amount of time.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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- 2.6 <u>Interruption of Service (continued)</u>
 - 2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or quarter hour increments thereof that the interruption continues.

CREDIT FORMULA:

 $Credit = (A \times B) / 720$

"A" - outage time in hours

"B" - total monthly Access2Go, Inc. provided charges for affected facility

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission

2.8 Deposits

Deposits for Access2Go, Inc. will be in accordance with OAC 4901:1-05-13.

Issued: October 15, 2004 Effective: November 15, 2004

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2.9 Advance Payments

For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service in accordance with the MTSS. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.10 Billing and Charges

- 2.10.1 Access2Go, Inc. will bill its customers directly. Billing will be payable upon receipt and will be considered past due if not paid within 20 days.
- 2.10.2 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

Issued: October 15, 2004 Effective: November 15, 2004

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2.11 <u>Customer Complaints and/or Billing Disputes</u>

- 2.11.1 Customers may contact Access2Go, Inc.'s representatives 24 hours a day, 7 days a week at 1-800-990-9093, or by writing to Access2Go, Inc., Customer Service Division, 4609 N. Prospect Rd., Peoria Heights, IL 61616.
- 2.11.2 Any objection to billed charges should be reported within forty-five (45) days of the date of the invoice to Access2Go, Inc. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission to intervene in the billing dispute. In compliance with the MTSS, specifically rules 4901:1-05-05, 4901-1-5-15 and 4901:1-5-20.

2.12 Reseller/Rebiller Certification

Any Customer that resells or rebills Access2Go, Inc. services set forth in this tariff must possess all certifications and authorizations required by the Ohio Public Utilities Commission and all other pertinent authorities.

Issued: October 15, 2004 Effective: November 15, 2004

by:

SECTION 3 - DESCRIPTION OF SERVICE

3.1 <u>Timing of Calls</u>

3.1.1 Chargeable Time

The Customer's long distance usage charge is based on the actual usage of Access2Go, Inc.'s network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling party hangs up thereby releasing the network connection. If the called party hangs up but the calling party does not, chargeable time ends when the network connection is released or by automatic timing equipment in the network. There will be no charges for incomplete calls.

3.1.2 Billing Increments

The minimum call duration and initial billing period is 60 seconds for all intrastate direct dialed calls unless otherwise specified by this tariff. Any additional period is measured and rounded to the next higher 60 second increment unless otherwise specified by this tariff.

3.1.3 Rounding

All calls will be rounded to the second decimal place amount of a call charge.

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3. DESCRIPTION OF SERVICE (continued)

3.2 <u>Calculation of Distance</u>

Usage charges for all mileage sensitive products are based on the airline distance rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4

FORMULA:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

EXAMPLE: Distance between Miami and New York City -

<u>VH</u>

 Miami
 8,351
 529

 New York
 4,997
 1,406

 Difference
 3,354
 -879

Square and add: 11,249,316 + 772,641 = 12,021,196

Divide by 10 and round: 12,021,597 / 10 = 1,202,195.70 = 1,202,196

Take square root and round: 1,202,196 = 1,096.4= 1.097 miles

Issued: October 15, 2004

Effective: November 15, 2004

by:

3. DESCRIPTION OF SERVICE (continued)

3.3 <u>Minimum Call Completion Rate</u>

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 95% during peak use periods for all services ("1+" dialing).

3.4 Service Offerings

3.4.1 Dedicated Access Services

Access2Go, Inc. Dedicated Access Services allows a Customer to access the Company's long distance network via a dedicated channel connection between the customer premise equipment and the long distance switch.

3.4.1.1 <u>Inbound Dedicated Service</u>

Access2Go, Inc. Inbound Dedicated Service receives inbound Intrastate calls on Dedicated Access Lines using 800 or 888 number(s).

3.4.1.1 Outbound Dedicated Service

Access2Go, Inc. Outbound Dedicated Service sends outbound intrastate calls on Dedicated Access Lines by dialing "1+ ten digits" for interLATA.

Issued: October 15, 2004 Effective: November 15, 2004

by:

3. DESCRIPTION OF SERVICE (continued)

3.4 <u>Service Offerings (continued)</u>

3.4.2 Switched Access Services

Access2Go, Inc. Switched Access Service allows a customer to access the Company's long distance network via FGD access.

3.4.2.1 Inbound Switched Service

Access2Go, Inc. Inbound Switched Service receive inbound Intrastate calls on Switched Access Lines using 800 or 888 number(s).

3.4.2.2 Outbound Switched Service

Access2Go, Inc. Outbound Switched Service sends outbound Intrastate calls on Switched Access Lines by dialing "1+ ten digits" for interLATA calls.

3.4.3 Private Line Services

Access2Go, Inc. Private Line Services allows a customer use of a non-switched direct channel or line specifically dedicated to a customer's use between specified points.

3.5 Special Promotional Offerings

The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. The company will not have special promotional offerings for more than 90 days in any 12 month period. Promotions will be made a part of this tariff.

Issued: October 15, 2004 Effective: November 15, 2004

by:

SECTION 4 - RATES

4.1 General Rate Information

4.1.1 Call Duration

Customer will maintain a call duration of greater than 18 seconds in length for at least 90% of Customer's total domestic calls. Access2Go, Inc. shall charge all calls under 18 seconds in duration a minimum of one cent (\$0.01) per call if the total amount of calls less than 18 seconds exceeds 10% of the Customer's total domestic traffic.

4.1.2 RBOC - ITC Surcharge

Dedicated rates pursuant to this tariff are based upon the condition that the Customer will terminate at least 80% of Customer's total termination usage and originate at least 85% of the Customer's total origination usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC"). Access2Go, Inc. shall apply a surcharge of two cents (\$0.02) per minute of use to the number of minutes that exceed 20% of the total Non-RBOC termination minutes and four cents (\$0.04) per minute of use to the number of minutes that exceed 15% of the total Non-RBOC origination minutes.

4.1.3 Charge for Non-Billable Toll Free Calls

If a Customer's usage of a toll-free number results in the non-billable (non-completed) calls for such toll-free number in any month to be greater than 7% of the billable (completed) calls for such toll-free number in that month, Access2Go, Inc. may charge Customer a non-discountable \$0.02 charge for each non-billable call.

Issued: October 15, 2004 Effective: November 15, 2004

by:

4.2 <u>Rate Schedules</u>

4.2.1 Inbound Dedicated Service

Inbound Dedicated Service - \$0.035 per minute

4.2.2 Outbound Dedicated Service

Outbound Dedicated Service - \$0.034 per minute

4.2.3 <u>Inbound Switched Service</u>

Inbound Switched Service - \$0.065 per minute

4.2.4 Outbound Switched Service

Outbound Switched Service - \$0.064 per minute

4.2.5 Private Line Services

Private line services will be made available to customers in a non-discriminatory manner. Rates for private line services will be determined on an Individual Case Basis (ICB). Pricing will be based upon term commitments and distance and will include a non-recurring charge and minimum revenue requirements. ICB rates will be made available to the Commission upon request on a proprietary basis.

Issued: October 15, 2004 Effective: November 15, 2004

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4.3 <u>Ancillary Charges</u>

	MRC	NRC
Outbound Account Codes (non-verified)	\$10.00	\$ 25.00
Outbound Account Codes (verified)	\$10.00	\$ 25.00
Inbound Account Codes (non-verified)	\$60.00	\$ 85.00
Inbound Account Codes (verified)	\$60.00	\$ 85.00
Monthly CDR per CD ROM	\$75.00	\$ 00.00
PICC Surcharge:		
Primary Residential Line	\$00.00	\$ 00.00
Non-Primary Residential Line	\$00.00	\$ 00.00
Business Single Line	\$00.00	\$ 00.00
Business Multi-Line	\$ 1.50	\$ 00.00
Centrex	\$ 0.53	\$ 00.00
ISDN Line/BRI	\$ 2.81	\$ 00.00
ISDN/PRI	\$23.92	\$ 00.00
Direct termination Overflow (per order)	\$90.00	\$ 75.00
8XX SMS Fee (per active 8XX)	\$ 0.80	\$ 0.50
8XX Directory Assistance (per 8XX listed)	\$35.00	\$ 35.00
8XX Area Code Blocking	\$00.00	\$ 30.00
8XX DNIS Deliver (per order)	\$00.00	\$700.00
8XX ANI Delivery (per trunk group)	\$75.00	\$150.00
Unauthorized PIC (per ANI)	\$00.00	\$ 25.00
Network Interconnection Charge	\$00.00	\$ 00.00

Direct Termination Overflow – Allows a dedicated access line customer to control potential congestion of calls placed on an 8XX number by sending overflow calls to another 8XX trunk group, WATS access line, dedicated access line or business line.

Dialed Number Identification – Allows a dedicated access customer to receive calls from multiple 800 numbers on the same terminating trunk group by sending special identification digits along with the 800 call to the customer site. Customer must have proper equipment to receive.

Issued: October 15, 2004 Effective: November 15, 2004

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4.3 Ancillary Charges (continued)

Real Time ANI – Allows a dedicated customer to receive the ANI of the calling party if the call originates from an equal access end office. Currently provided via in-band signaling. Terminating equipment must accept FGD signaling.

Special Routing Features – Special Routing features such as Day of Week Routing, Holiday Routing, Time of Day Routing and Percentage Allocation Routing are not available.

4.4 <u>Directory Assistance</u>

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

Per Inquiry

Directory Assistance Charge -

\$0.65

Issued: October 15, 2004 Effective: November 15, 2004

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4.5 Special Rates

4.5.1 <u>Discount for Hearing Impaired Customers</u>

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments for individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, a discount for calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will result in the application of the evening rate for calls made during daytime hours and night rates for calls made during evening and night hours. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

4.5.2 Operator Assistance for Handicapped Persons

Operator station surcharges will not be charged by the Company for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

4.5.3 <u>Directory Assistance for Handicapped Persons</u>

There is no charge for Directory Assistance calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

4.5.4 <u>Discount for Telecommunications Relay Service Intrastate Toll Calls</u>

Intrastate toll telecommunications relay service calls will be discounted by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges or surcharges.

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4.6 Payphone Use Surcharge

An undiscountable payphone use surcharge of \$.59 shall apply to each coinless call which Access2Go, Inc. can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with a Access2Go, Inc. calling card, collect calls and calls placed to 800 numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access Access2Go, Inc.'s service.

4.7 Finance Charge

The greater of 1.5% or a flat fee of \$5.00 will be charged on any past due balance.

4.8 Return Check Charges

A fee of \$15.00 will be charged for each check returned.

4.9 Reconnection Charge

If the Company allows a customer to be reconnected, a reconnection fee of \$20.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

Issued: October 15, 2004 Effective: November 15, 2004

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SECTION 5 – SPECIALIZED SERVICE ARRANGEMENTS

5.1 Customized Service Packages

Customized service packages and competitive pricing packages may be furnished at negotiated rates on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All specialized pricing arrangements are subject to Commission review.

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Exhibit B

Amended Tariff Pages

1st Revised Sheet 1 Cancels Original Sheet 1

TITLE SHEET

OHIO TELECOMMUNICATIONS TARIFF

All telephone companies are subject to the commission's rules for minimum telephone service standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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Ohio P.U.C. Tariff No.1

1st Revised Sheet 2 Cancels Original Sheet 2

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CHECK SHEET (continued)

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Effective: April 17, 2009

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1st Revised Sheet 3 Cancels Original Sheet 3

Effective: April 17, 2009

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1st Revised Sheet 4 Cancels Original Sheet 4

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1st Revised Sheet 5 Cancels Original Sheet 5

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1st Revised Sheet 6 Cancels Original Sheet 6

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Effective: April 17, 2009

1st Revised Sheet 7 Cancels Original Sheet 7

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1st Revised Sheet 8 Cancels Original Sheet 8

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1st Revised Sheet 9 Cancels Original Sheet 9

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1st Revised Sheet 19 Cancels Original Sheet 19

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2.8 Deposits

Deposits for Access2go, Inc. will be in accordance with OAC 4901:1-05-13.

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1st Revised Sheet 20 Cancels Original Sheet 20

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1st Revised Sheet 25 Cancels Original Sheet 25

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1st Revised Sheet 29 Cancels Original Sheet 29

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4.8 Return Check Charges

A fee of \$15.00 will be charged for each check returned.

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1st Revised Sheet 32 Cancels Original Sheet 32

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Exhibit C

Access2go, Inc.

Narrative of Tariff Changes

The following pages have been deleted in PUCO Tariff No. 1 and are being posted on the Company's website of www.acc2go.com

<u>Section</u>	Pages Affected	Text Deleted
1-2.7	1-19	All MTS descriptions and rates
2.9-4.7	20-31	All MTS descriptions and rates
5.1	32	All MTS descriptions and rates

Exhibit D

Access2go, Inc.

Explanation of Compliance Rule 4901:1-6-05(G)(3) Regarding Disclosure of Rates, Terms and Conditions for Detariffed Services

Rates, terms and conditions for Access2go, Inc. can be located on the Company's website www.acc2go.com. Copies may also be obtained at the Company's office 4700 N. Prospect Road, Suite 2008, Peoria Heights, IL 61616.

Exhibit E

One Time Customer Notice

Date:

Account Contact Address 1 Address 2 City, State Zip

Account Number(s):

Dear Customer:

Effective August 15, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunications services that you are provided by Access2go, Inc. will no longer be on file at the Public Utilities Commission of Ohio (PUCO). This change is applicable to One Plus Services Only.

This modification does not result in a change in the prices, terms or conditions of those services to which you currently subscribe. Access2go, Inc. must still provide a customer notice of at least fifteen (15) days in advance of rate increases, changes in terms and conditions, and discontinuance of existing services. Additionally, this information is available by contacting us at 1-800-990-9093.

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

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

If you have any questions about this matter, please call Access2go, Inc. at 1-800-990-9093.

Respectfully,

Access2go, Inc.

Exhibit F Customer Notice Affidavit

CUSTOMER NOTICE AFFIDAVIT

State of
County of
AFFIDAVIT
I, Kevin Morgan, am an authorized agent of the applicant corporation, Access2go, Inc., and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through U.S. Mail on July 1, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.
Executed on 7-/-08 (Date) (Location)
(Signature and Title) (Date)
Subscribed and sworn to before me this 1st day of July loop. (Date)
NOTARY PUBLIC My Commission Expires Notary Public, State of Louisiana My Commission is issued for 100, Notary Number: 4330