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September 27, 2002

VIA OVERNIGHT DELIVERY

Ms. Daisy Crockron  
Docketing Division  
Public Utilities Commission of Ohio  
180 E. Broad St.  
Columbus, OH 43215-3793

02-2496-TP-ATA

Re: Budget Phone, Inc. ("Budget Phone")  
Amendment to Tariff No. 90-9218-TP-TRF to provide residential local exchange  
prepaid service

Dear Ms. Crockron:

Enclosed please find one original and seven (7) copies of Budget Phone, Inc.'s Local Exchange Carrier Registration Form to amend its local exchange tariff (90-9218-TP-TRF), with all required attachments, including a Service Requirements Form and a proposed tariff. Please find below additional information pertinent to this amendment.


1. Budget Phone was granted Certificate No. 90-9128 on June 25, 2002 to provide local exchange services to businesses throughout Ohio. We hereby request that the Commission amend Certificate No. 90-9128 to include the provisioning of prepaid residential local exchange service.
2. Budget Phone requests the authority to provide prepaid residential local exchange service in all or portions of the following counties: Adams, Athens, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clinton, Columbiana, Coshocton, Hancock, Harrison, Highland, Hocking, Jackson, Jefferson, Lake, Lawrence, Licking, Lorain, Lucas, Madison, Mahoning, Medina, Meigs, Miami, Monroe, Montgomery, Morgan, Muskingum, Noble, Ottawa, Perry, Pickaway, Pike, Portage, Preble, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne, Wood and Wyandot counties.

This is to certify that the images appearing are an  
accurate and complete reproduction of a case file  
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Technician ATJ Date Processed 9/30/02

3. a. An interconnection agreement between Ameritech and Budget Phone was filed with the Ohio Public Utilities Commission on August 30, 2002 under Case No. 02-2229-TP-NAG. This case is pending.
- b. An interconnection agreement between Ameritech and Verizon North was filed with the Ohio Public Utilities Commission on April 3, 2002 under Case No. 02-0797-TP-NAG. The case was automatically approved on July 3, 2002.
- c. An interconnection agreement between Ameritech and Sprint was filed with the Ohio Public Utilities Commission on March 4, 2002 under Case No. 02-0548-TP-NAG. This case is pending.
4. Budget Phone seeks authority to provide prepaid local telecommunications services to the residential customers statewide by reselling services obtained from and utilizing facilities provided by facilities-based carriers and eventually providing prepaid local telecommunications services via facilities constructed, owned, leased or managed by Budget Phone.
5. The application of Budget Phone is to provide prepaid residential local exchange services. This application does not propose to increase rates or incorporate joint rates, nor to pull classification change or rental.

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

Respectfully submitted,



Lance J.M. Steinhart  
Attorney for Budget Phone, Inc.

Enclosures

cc: Leigh Brooks (w/enc)

**EXHIBIT A**

**Service Requirements Form**

PUBLIC UTILITIES COMMISSION OF OHIO

LOCAL EXCHANGE CARRIER  
REGISTRATION FORM  
EFFECTIVE:

RECEIVED SECRETARY DIV  
2002 SEP 30 PM 12:18  
PUCO

In the Matter of the )  
Application of Budget Phone, Inc. ) Case No.  
)  
)  
)

Name of Registrant(s) **Budget Phone, Inc.**  
Address of Registrant(s) **6901 W. 70th Street, Shreveport, Louisiana 71129-2309**  
Contact Person(s) **Art Magee** (Phone -- (318) 671-5000; Fax -- (318) 671-5024)  
Date **September 27, 2002** TRF Docket No. 90-9218-TP-TRF

Motion for protective order included with the filing? ☐ Yes, ☒ No  
Request for waiver(s) included with filing? ☐ Yes (USOA), ☒ No

NOTE: This form must accompany all applications filed by NECs. ILECs should utilize the appropriate form based on each ILEC's currently applicable regulatory framework. However, an ILEC must use this form if it has been granted tariff filing parity pursuant to Section VII. of the guidelines established in Case No. 95-845-TP-COI, or if the ILEC is filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is preferable not to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.

I. Indicate the reason for submitting this form (check only one):

- ☐ 1. (AAC) Application to Amend Certificate to expand Serving Area (30-day approval, 7 copies)
- ☐ 2. (ABN) Abandonment of all Services (NOT automatic, 10 copies)
- ☐ 3. (ACE) New Operating Authority (60-day approval, 7 copies)
- ☐ 4. (ACO) Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5. (ACN) Application to Change Name (30-day approval, 10 copies)
- ☐ 6. (AEC) Application to Establish, Revise, or Cancel a Contract (30-day approval, 7 copies)
  - ☐ End User ☐ Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case
- ☐ 7. (AMT) Merger (NOT automatic, 10 copies)
- ☐ 8. (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 15 copies)
- ☒ 9. (ATA) Application for Tariff Amendment (Automatic timeframes vary with type of ATA filing -- see below)
  - a. ☒ New End User Service, which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies)
  - b. ☐ New Carrier-to-Carrier Service, which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies)
  - c. ☐ Change in Terms and Conditions (30-day approval, 10 copies)
  - d. ☐ Withdrawal of Service (30-day approval, 10 copies)
  - e. ☐ Filing at Staff's Direction (30-day approval, 10 copies)
  - f. ☐ Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
- ☐ 10. (ATC) Application to Transfer Certificate (NOT automatic, 7 copies)
- ☐ 11. (ATR) Application to Conduct a Transaction Between Utilities (NOT automatic, 10 copies)
- ☐ 12. (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 15 copies)
- ☐ 13. (UNC) Unclassified (explain) (NOT automatic, 15 copies)
- ☐ 14. Other (explain) (NOT automatic, 15 copies)

**THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)**

- ☐ 15. Introduction or Extension of Promotional Offering
- ☐ 16. New Price List Rate for Existing Service
- ☐ 17. Designation of Registrant's Process Agent(s)
- ☐ 18. Update to Registrant's Maps

**II. Indicate which of the following exhibits have been filed. The numbers (corresponding to the list above) indicate, at a minimum, the types of cases in which the exhibit is required:**

- ☒ A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based) (3)
- ☐ Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio. (3)
- ☐ List of names, addresses, and phone numbers of officers and directors, or partners. (3-4,7,10)
- ☐ Brief description of service(s) proposed. (3)
- ☐ Explanation of whether applicant intends to provide ☐ resold services, ☐ facilities-based services, or ☒ both resold and facilities-based services. (3)
- ☐ Explanation as to whether NEC currently offers IXC services under separate CTS authority, and whether it will be including those services within its NEC filing, or maintaining such IXC services under a separate affiliate. (3)
- ☐ Explanation of how the proposed services in the proposed market area are in the public interest. (3)
- ☐ Description of the proposed market area. (3)
- ☐ Description of the class of customers (e.g., residence, business) that the applicant intends to serve. (3)
- ☐ Documentation attesting to the applicant's financial viability, including, at a minimum, a pro forma income statement and a balance sheet. If the pro forma income statement is based upon a certain geographical area(s) or information in other jurisdictions, please indicate. (3)
- ☐ Documentation attesting to the applicant's technical expertise relative to the proposed service offering(s) and proposed service area. (3)
- ☐ Explanation of the applicant's managerial expertise relative to the proposed service offering(s) and proposed service area. (3)
- ☐ Documentation indicating the applicant's corporate structure and ownership. (3)
- ☐ Information regarding any similar operations in other states. (3)
- ☐ Verification that the applicant will maintain local telephone records separate and apart from any other accounting records in accordance with the USOA. (3)
- ☐ Verification of compliance with any affiliate transaction requirements. (3)
- ☐ Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users. (3,8,10)
- ☒ Copy of superseded tariff sheet(s) and price list(s), if applicable, marked as Exhibit A. (1-2,4,6,8-10,12-15)  
(Proposed Tariff No. 3 attached)
- ☒ Copy of revised tariff sheets and price lists, marked as Exhibit B. (1-2,4,6,8-10,12-15)  
(Proposed Tariff No. 3 attached)
- ☒ Specify which notice procedure has been utilized: ☐ real time; or ☐ newspaper. NOTE: Price list increases **must** be within an approved range of rates. (8-9,15)  
**Not applicable.**
- ☐ Copy of real time or newspaper notice, which has been provided to customers. (2,4,6,9c-f,10,15)
- ☐ Copy of customer education and information material for new residential services. (8)
- ☒ Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is ☐ business; ☒ residence; ☐ or both. Also indicate whether it is a ☐ switched ☐ or dedicated service. Include this information in either the cover letter or Exhibit C. (1-2,4-6,9-10,12-15)
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement. (1,3,9)  
**Noted in cover letter.**
- ☐ Explanation as to whether rates are derived through (check all applicable): ☒ interconnection agreement, ☐ retail tariffs, or ☒ resale tariffs. (3)
- ☐ List of Ohio counties or exchanges the applicant intends to serve **within 24 months** of obtaining authorization. (1,3)
- ☒ List of Ohio counties specifically involved or affected. (2,4,6,9-10,12)
- ☐ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). (3,4,6,9c-f,10) In transfer of certificate cases, the transferee's good standing must be established.

- Maps depicting the proposed serving and calling areas of the applicant. (1,3,7,10)
- ☒ **If Mirroring ILEC** exchanges for both serving area and local calling areas: \* **Serving area** must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular ILEC/NEC territory, and listing the involved counties. \* **Local calling areas** must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.
- **If Self-defining** serving area and/or local calling as an area other than that of the established ILEC exchange(s): \* **Serving Area** must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved counties. \* **Local Calling Areas** must be described in the tariff through textual delineation and clear maps. Maps for self-defined **serving and local calling areas** are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
- Other information requested by the Commission staff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

**Mandatory requirements for all basic local exchange providers:**

- ☒ Sales Tax
- ☒ Deposits
- ☒ Disconnection of Service
- ☒ 1+

**Service requirements for a NEC's provision of certain services (check all applicable):**

- ☒ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service
- ☒ Emergency Services Calling Plan
- Alternative Operator Service (AOS) requirements
- ☒ Limitation of Liability Language
- ☒ Termination Liability Language
- ☒ Service Connection Assistance (SCA) and Telephone Service Assistance (TSA)
- ☒ Resale of Service [Required for facilities-based NECs]
- ☒ Local Number Portability [Required for facilities-based]

IV. List names, titles, phone numbers, and addresses of those persons authorized to make and/or verify filings at the Commission on behalf of the applicant:

Lance Steinhart, Esq.  
1720 Windward Concourse, Suite 250  
Alpharetta, Georgia 30005  
(770) 232-9200

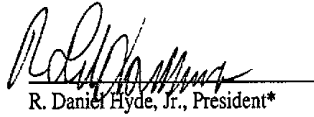
NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

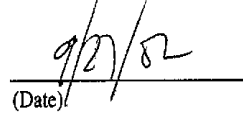
V. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Vicki Hamilton, Customer Service Manager, (888) 424-5588  
6901 W. 70th Street  
Shreveport, Louisiana 71129-2309

**VERIFICATION**

I, **R. Daniel Hyde, Jr., President of Budget Phone, Inc.** verify that I have utilized, verbatim, the Commission's Local Exchange Carrier Registration Form effective October 18, 1999 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.

  
R. Daniel Hyde, Jr., President\*

  
(Date)

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

Send your completed Registration 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

**EXHIBIT B**

**Proposed local exchange prepaid residential tariff**



Budget Phone, Inc.  
Issue Date: September 30, 2002

Ohio Tariff No. 3  
Original Title Page

TITLE SHEET

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

As Approved in Case No. 02-\_\_\_\_-TP-ATA

Effective Date:

Art McGee, Comptroller  
6901 W. 70th Street  
Shreveport, Louisiana 71129-2309

Budget Phone, Inc.  
Issue Date: September 30, 2002

Ohio Tariff No. 3  
Original Page 2

### CHECK SHEET

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

#### SHEET REVISION

I	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
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11	Original
12	Original
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31	Original
32	Original

As Approved in Case No. 02-\_\_\_\_-TP-ATA

Effective Date:

Art McGee, Comptroller  
6901 W. 70th Street  
Shreveport, Louisiana 71129-2309

Budget Phone, Inc.  
Issue Date: September 30, 2002

Ohio Tariff No. 3  
Original Page 3

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As Approved in Case No. 02-\_\_\_\_-TP-ATA

Effective Date:

Art McGee, Comptroller  
6901 W. 70th Street  
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Budget Phone, Inc.  
Issue Date: September 30, 2002

Ohio Tariff No. 3  
Original Page 4

EXPLANATION OF SYMBOLS AND REFERENCE MARKS

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

- C      Changed regulation
- D      Decreased rate
- I      Increase rate
- N      New rate, regulation
- T      Text change

As Approved in Case No. 02-\_\_\_\_-TP-ATA

Effective Date:

Art McGee, Comptroller  
6901 W. 70th Street  
Shreveport, Louisiana 71129-2309

Budget Phone, Inc.  
Issue Date: September 30, 2002

Ohio Tariff No. 3  
Original Page 5

APPLICATION OF TARIFF

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by Budget Phone, Inc. hereinafter "Budget Phone", to residential customers within the State of Ohio. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

As Approved in Case No. 02-\_\_\_\_-TP-ATA

Effective Date:

Art McGee, Comptroller  
6901 W. 70th Street  
Shreveport, Louisiana 71129-2309

SECTION I - DEFINITIONS

Account Number: Customer's telephone number is the account number

Advance Payment: A Payment that may be required by a local service provider as a means of compensation for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

Application for Service: A standard order form that includes all pertinent billing, technical, and other descriptive information that will enable Company to provide telecommunication service.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Basic Local Service Charge: The charge to provide local dial tone service, without taxes, fees or toll calls included.

Commission: Ohio Public Utilities Commission, unless specifically stated otherwise.

Company: Budget Phone, Inc, which is the issuer of this tariff.

Competitive Local Carrier (CLC): Denotes a common carrier that is issued the appropriate Certificate to provide local exchange telecommunications service.

Customer: The person, firm, corporation or entity that orders service, uses and/or is responsible for the payment of charges and for compliance with the Company's tariff regulations.

As Approved in Case No. 02-\_\_\_\_-TP-ATA

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**SECTION I - DEFINITIONS (continued)**

Customer-Provided Equipment: Terminal equipment, as defined herein, provided by Customer.

Demarcation Point: The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

Disconnection: The disconnection of a circuit, dedicated access line, or pod connection being used for existing service.

End-User: Any person, firm, corporation, partnership, or other entity that uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Exchange Service: The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

Holidays: Holidays observed by the Company as specified on this tariff.

Incumbent Local Exchange Carrier (ILEC): A local exchange carrier, including successors and assigns that is certified by the commission and was providing basic local exchange service on February 8, 1996.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

As Approved in Case No. 02-\_\_\_\_-TP-ATA

Effective Date:

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**SECTION 1 - DEFINITIONS (continued)**

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 for the provision and administration of communications services.

Local Calling: A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

Local Service: Service that provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff

Local Service Area: That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time dial tone is achieved.

Premises: Customer premises are all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

(Premises) Inside Wire: Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

As Approved in Case No. 02-\_\_\_\_-TP-ATA

Effective Date:

Art McGee, Comptroller  
6901 W. 70th Street  
Shreveport, Louisiana 71129-2309



Budget Phone, Inc.  
Issue Date: September 30, 2002

Ohio Tariff No. 3  
Original Page 9

**SECTION 1 - DEFINITIONS (continued)**

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

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

Service Order: The written or verbal request for local exchange services requested by the Customer and the Company in a format specified by the Company. The acceptance of the Customer and the Company of a verbal service order and/or the signing of a written Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Services: The Company's local telecommunications services offered to the Customer.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

As Approved in Case No. 02-\_\_\_\_-TP-ATA

Effective Date:

Art McGee, Comptroller  
6901 W. 70th Street  
Shreveport, Louisiana 71129-2309

## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with the provision of an access line and usage within a local calling area for the transmission of high quality one-way and/or two-way information transmission between points within the State of Ohio.

Customers 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 Terms and Condition

(A) Budget Phone, Inc. wants to provide prepaid service in the state of Ohio. Budget Phone, Inc. provides prepaid service by asking the customer to pay the first month's basic local service plus the Federal Line Charge in advance of the provisioning of dial tone. No customer deposits will be required at this time.

(B) Before a new customer can receive dial-tone, they must first pay for:

First Month's service	\$ 49.95 (each access line)
Activation Fee	<u>\$ 20.00</u> (each access line)
Total	\$ 69.95

(C) An application for services, whether made orally or in writing, establishes the contract between the customer and the Company on the terms and conditions set forth in this tariff. The Company does not foresee any reason it would deny a customer service so long as the customer complied with Rule 4901:1-5-13 of the MTSS.

(D) 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.

(E) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

As Approved in Case No. 02-\_\_\_\_-TP-ATA

Effective Date:

Art McGee, Comptroller  
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2.1.2 Terms and Conditions (continued)

(F) Customers may be required to enter into written service orders that 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 may also be required to provide and/or execute other documents as may be reasonably requested by the Company such as medical expedites and Safe \*way eligibility forms.

(G) At the expiration of the initial month, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Customers may request disconnection verbally or in writing. The company will provide written notice in compliance with Rule 17 of the MTSS to the customer prior to the disconnection of service. Such disconnection shall not relieve the customer of the 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 shall survive such termination which would include any past due bills, plus the pro rata amount due for service provided to date, any toll charges and directory assistance charges.

(H) Service is provided on a monthly basis. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein. The prorating of bills for partial monthly service will be calculated on this basis.

(I) This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provisions.

(J) The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

(K) The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment.

(L) Service may be terminated in accordance with Rule 17 of the MTSS.

(M) No other telecommunications provider may interfere with the right of any person or entity to obtain service directly for 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.

As Approved in Case No. 02-\_\_\_\_-TP-ATA

Effective Date:

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2.1.3 Liability of the Company

(A) 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.

(B) With respect to Emergency Telephone Number Service (911, E911):

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the use of 911 Service. Under the terms of this tariff the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold the Company harmless from any and all losses or claims whatsoever, whether suffered, made instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold the Company harmless for any infringement of 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 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 911 service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its users, agencies or municipalities, or the employees or agents of a one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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2.1.4 Provision of Equipment and Facilities

2.1.4.1 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 shall install service in accordance with Rule 16(D) of the MTSS.

2.1.4.2 The Company shall use reasonable efforts to maintain only facilities and/or 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.

2.1.4.3 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 by the Company.

2.1.4.4 Equipment that the Company provides or installs at the customer premises for use in connection with the services offered by the Company shall not be used for any purpose other than that for which it was provided by the Company.

2.1.4.5 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. Beyond 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; or
- (3) Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.5 Service Affecting Activities

The company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activity may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

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2.1.6 Universal Emergency Telephone Number Service (911, E911)

2.1.6.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.

2.1.6.2 911 information consisting of the name, address and telephone number(s) of customers is confidential. The Company will release such information only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.

2.1.6.3 The 911 calling party, by dialing 911, waives the privacy afforded by unlisted and nonpublished service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.

2.1.6.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point,

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. If such service is requested a good faith estimate of the charges will be provided.

2.1.8 Ownership of Facilities

Title to any facilities or equipment provided in accordance with this tariff remains with the provider of such facilities or equipment, whether it is the Company, the underlying carrier, or their agents or contractors.

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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 all 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 the Commission's regulations, policies, orders, and decisions.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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 nonrecurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- (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's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

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2.3 Obligations of the Customer (continued)

2.3.1 The Customer shall be responsible for:

- (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 all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cablebuilding 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;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's 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. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all 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 2.3.1 (d) above; 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 or maintained 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 for interruptions in service will be made for the period during which service is interrupted for such purposes.

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2.3.2 Indemnification of the Company by Customer(s)

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all 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 or 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 manner not contemplated by the agreement between the Customer and the Company.

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2.4 Customer Equipment and Channels

2.4.1 General

A Customer or user 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 user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its service will be suitable for purposes other than voice-grade telephonic communications except as specifically stated in this tariff.

2.4.2 Station Equipment

2.4.2.1 The user is responsible for providing and maintaining any terminal equipment on the user's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the user. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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2.4 Customer Equipment and Channels (continued)

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Communications 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.

2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations.

2.4.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems 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 deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2.5 Payment Arrangements

The following provisions shall apply to residential service to the extent that these provisions do not conflict with the Commission's Rules in which event the Commission's Rules win govern.

2.5.1 Payment for Service

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

2.5.1.2 The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision of Service hereunder. Such taxes, charges or surcharges will be listed as separate line items on the bill. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions,

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

(1) All service, monthly recurring charges and nonrecurring charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill. Installation charges will be spread out over the first three monthly bills.

(2) The company shall present bills for recurring charges monthly to the customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

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

(4) Amounts not paid within 30 days after the date of the invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

Checks with insufficient funds or non-existing accounts will be assessed an additional fee as outline on the price list.

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2.5.2 Billing and Collection of Charges (Cont'd)

Before restoring service, the Company at its option may require one or more of the following: (a) Payment of the total amount due on all of the customer's delinquent and shutoff accounts for basic local exchange service owed to the provider; or (b) An arrangement or settlement agreement requiring the payment of all amounts owed to the provider for basic local exchange service.

- (1) If a customer has an outstanding balance for toll services the company may refuse to allow access to such services until the outstanding balance has been paid.

2.5.3 Disputed Bills

2.5.3.1 All bills are presumed accurate, and shall be binding upon the customer, unless the Company receives notice of the disputed charge.

2.5.3.2 Late Payment Charge

- (1) The undisputed portions of a bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.

- (2) In the event that the Company resolves a billing dispute in favor of the customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

- (3) In the event that a billing dispute is resolved in favor of the Company, the customer shall pay the late payment charge.

2.5.3.3 Adjustments or Refunds to the Customer

Subscriber billing adjustments for local exchange service will be in accordance with Rules 4901:1-5-16.

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2.5.3.4 Unresolved Billing Disputes

In the case of a billing dispute between the customer and the Company for service furnished to the customer, which cannot be settled to the mutual satisfaction of the customer and the Company, the customer can take the following course of action:

- (1) First, the customer may request and the Company will provide an in-depth review of the disputed amount by making an oral or written request to the address below:

Budget Phone, Inc.  
Attn: Customer Service  
6901 W. 70th Street  
Shreveport, LA 71129  
Toll Free (888) 424-5588

- (2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the Ohio Public Utility Commission (PUCO).

2.5.4 Denial or Disconnection of local and toll service

Discontinuance of Service will be made in accordance with Rule 4901:1-5-17 of the MTSS.

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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:

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.

2.6 Private and Semi-Private Listing Service

- a) Except as outlined in b private and semi-private listing service is provided at rates in addition to the rates and charges associated. These charges are outlined on the price list.
- b) The monthly rate for private and semi-private listing service specified in a does not apply to the following:
  - 1) Additional private or semi-private listing service furnished to a customer who has listed service of the same class within the same local service area.
  - 2) Private and semi-private listing service furnished to a customer who has a listing (i.e. joint user or additional listing) of the same class on another customer's service within the same local service area, provided the listing can be readily identified as the customer to such private or semi-private listing service.
  - 3) Temporary non-resident service furnished on private or semi-private basis for a period not to exceed thirty days, e.g. at construction sites, election service, fairs, exhibits, parades, or other special events, etc.
  - 4) Service furnished temporarily on a private basis for a period not to exceed thirty days at the initiative of the Telephone Company due to unusual circumstances, e.g. in cases involving obscene or anonymous calls.

2.7 Allowances for Interruptions in Service will be made in accordance with Rule 4901:1-5-16 of the MTSS.

2.8 Customer Liability for Unauthorized Use of the Network shall be in accordance with Rule 17 of the MTSS.

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2.9 Transfer 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 consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

Assignment of or transfer of service from one individual to another:

- charges for this are outlined on the price list.
- charges do not apply when transferring service to another individual who is a member of the same family

2.10 Notices and Communications

- 2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 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,
- 2.10.3 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 deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4 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.
- 2.10.5 The Company shall notify the Commission of any special promotions it plans to offer,

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### SECTION 3 - SERVICE DESCRIPTIONS

#### 3.1. Type of Service Offered

The Company provides switched, telephonic quality voice and data transmission services that enable Users to communicate on a real time basis between points within local calling areas in the State of Ohio, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

Local Exchange Service provides the Customer with a single, analog, voice-grade telephone communications channel that can be used to place or receive one call at a time. Standard Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. This service requires no customer depositor credit check and does not require all payments to be made in cash.

Most charges for Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next three month's bills following work performed by the Company.

The Company's local exchange telephone service provides a customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access Telecommunication Relay Service;
- access to operator services
- access directory assistance
- place or receive 800/888 telephone calls
- access the interchanges carrier of choice that provides direct billing to the end-user for interLATA, intraLATA, interstate or international calling

The Company provides Deluxe Prepaid Package that is available to new residential customers. This plan includes unlimited local exchange service within the Customer's local exchange area and five features including:

- Caller ID
- Call Return
- Three Way Calling
- Call Waiting
- Call Forwarding

Also included in this plan is up to 250 minutes of free long distance per month provided by the Company or other service provider. Minutes in excess of the monthly quota will be charged at \$0.95 per minute in addition to an access surcharge of \$0.125 per minute. For rules and regulations on long distance service please refer to the Company's Tariff No. 1 Section 4.

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### 3.2 Optional Features

Local Exchange Customers have access to optional features at an additional charge. A set-up fee applies when a Local Exchange Services subscriber requests connection to one or more customer calling features. These charges will not apply if the features are ordered at the same time as other work for the same customer account at the same premises. These features include:

- Caller ID
- Three-way calling
- Call waiting
- Call forwarding
- Unpublished number
- Call Return

The customer may also be able to access certain pay per use features. These include:

- Three-way calling
- Call Return
- Repeat dialing
- Call trace

Charges for these features, any set up fees and per usage charges are outlined on the price list.

### 3.3 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange area of the Station number which is designated as the customer's main billing number. A primary listing contains the name of the customer as well as the address and telephone number of the customer. This listing is provided at no additional charge.

### 3.4 Telecommunications Relay Service (TRS)

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

### 3.5 Promotional Offerings:

The Company may make promotional offerings of its tariffed services that may include reducing or waiving applicable charges for the promoted service. The Commission will be notified of all such promotional offers. No individual promotional offering will exceed ninety days in duration, and any promotional offering will be extended on a nondiscriminatory basis to any customer similarly situated who requests the specific offer.

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**SECTION 4 - SERVICE RATES**

4.1 Basic Local Exchange Service Rates

4.1.1 Monthly Recurring Charges

- The monthly service charge includes local phone service only.
- Taxes, which are not included in the quoted rates.
- Any additional features added to the basic service

4.1.2 Rates

(A) Residential Basic Line Service\*

First Line: \$29.95 to \$59.95 per month\*\*  
Each Additional Line: \$19.95 to 49.95 per month"

\* Monthly charges include local exchange phone service only. A Connection charge applies when a Budget Phone Residential Basic Flat Rate Local Exchange Services subscriber requests connection to one or more customer calling features after the initial establishment of service.

\*\* Budget Phone Prompt Pay Program listed below offers discounts for timely payments.

(A) Nonrecurring Charges

- (1) Installation charges apply and will be divided between each of the first three bills after commencement of service. The charges are outlined on the price list.
- (2) A reconnection charge will be applied to each number restored after a disconnection. If disconnected service is reconnected, there will be no guarantee that the same number can be retained. The charges are outlined in the price list.

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4.2 Late Payment Charge

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date for such payment.

4.3 Service Assistance Programs

Budget Phone will resell the service assistance programs offered by the LEC in the area. We will mirror the provision of these programs as provided by the LEC.

4.4 Prompt Pay Program

Residential basic flat rate local exchange and Deluxe Prepaid Package customers will receive discounts for timely monthly payments as follows:

6 consecutive months of timely payments	\$5.00 reduction in subsequent monthly rates providing monthly payments remain timely
3 additional consecutive months of timely payments (total of 6 months consecutive on time payments)	\$5.00 reduction in subsequent monthly rates providing payments remain timely

Any late payments will bring the customer back to the next level of the monthly rate and rewards will have to be earned by future timely payments.

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**SECTION 5 - RESERVED FOR FUTURE USE**

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**SECTION 6 - MAP AND LEGAL DESCRIPTIONS**

6.1 Local Service Areas

The Company will provide Local Exchange Service throughout the geographic area serviced by its underlying carriers, Ameritech, Verizon North and Sprint within the state of Ohio. The local service area will correspond to those listed in the tariffs of the individual companies.

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**Section 7 - Price List**

Service	Minimum Charge	Maximum Charge	Nonrecurring Charge	
			Minimum	Maximum
Basic Monthly Service - per access line	29.95	59.95	\$.01	\$25.00
Basic Monthly Service (with prompt pay)	19.95	49.95	\$.01	\$25.00
Deluxe Prepaid Package - per access Line	10.00	60.00	\$.01	\$25.00
Deluxe Prepaid Package (with prompt pay)	30.00	55.00	\$.01	\$25.00
Number or Name Change (per line)			\$.01	\$45.00
Features:	0.01	20.00	0.01	25.00
Caller ID	2.00	20.00	0.01	25.00
Three Way	0.01	15.00	0.01	25.00
Call Waiting	0.01	15.00	0.01	25.00
Call Forwarding	5.00	15.00	0.01	25.00
Call Return	0.01	15.00	0.01	25.00
Unpublished Number	0.01	15.00	0.01	25.00
Expanded Area Service	2.00	20.00	0.01	25.00
Inside Wiring	2.00	20.00	0.01	25.00
Assignment or transfer or service	2.00	20.00	0.01	25.00
Reconnection Charge	2.00	20.00	0.01	25.00
Returned Check Charge	2.00	20.00	0.01	25.00
Expanded Area Service	10.00	35.00	0.01	25.00
Inside Wiring			15.00	35.00

As Approved in Case No. 02-\_\_\_\_-TP-ATA

Effective Date:

Art McGee, Comptroller  
6901 W. 70th Street  
Shreveport, Louisiana 71129-2309

Budget Phone, Inc.  
Issue Date: September 30, 2002

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**Section 7 - Price List**

	Actual Charge	Nonrecurring Actual Charge
Service		
Basic Monthly Service - per access line	\$49.95	\$20.00
Basic Monthly Service (with prompt pay)	\$39.95	n/a
Deluxe Prepaid Package - per access Line	\$59.95	\$20.00
Deluxe Prepaid Package (with prompt pay)	\$49.95	n/a
Number or Name Change (per line)		\$30.00
<b>Features:</b>		
Caller ID	\$10.00	\$15.00*
Three Way	\$5.00	\$15.00*
Call Waiting	\$5.00	\$15.00*
Call Forwarding	\$5.00	\$15.00*
Call Return	\$8.00	\$15.00*
Unpublished Number	\$5.00	\$15.00*
Expanded Area Service	\$20.00	\$15.00*
Inside Wiring	\$4.99	\$15.00*
Assignment or transfer or service	\$39.95	
Reconnection Charge	\$35.00	
Returned Check Charge	\$20.00	

\* Charge only if feature is added after service installation

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