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LAW OFFICES

SALLY W. BLOOMFIELD (614) 227-2368

BRICKER & ECKLER LLP

100 SOUTH THIRD STREET COLUMBUS, OHIO 43215-4291 (614) 227-2300

> INTERNET HOMEPAGE HTTP://WWW.BRICKER.COM

TELEFAX: (614) 227-2390 E-MAIL: SBLOO@BE.BRICKER.COM

July 27, 1999

HAND-DELIVERED

Ms. Daisy Crockron Public Utilities Commission of Ohio Administration/Docketing 180 East Broad Street, 10th Floor Columbus, Ohio 43215-3793 RECEIVED-DOSKLING ON 99 JUL 27 PM 1: 52

RE: Listing Services Solutions, Inc. Case No. 99-765-CT-ACE

Dear Ms. Crockron:

In accordance with suggestions from the Telecommunications staff, several tariff pages were modified and they thus I am enclosing an updated tariff with the appropriate pages changed. The changed pages include original pages 2, 3, 4, 5, 17, 18, 20, and 21. In addition, the company has eliminated the Price List. With these pages, it is our understanding that the automatic approval of the application assumed that these changes would be made. Since the company is not yet ready to begin service in Ohio, the effective date has not been indicated; a final complete tariff with the effective date will be filed prior to the time the company begins service in Ohio.

Very truly yours,

Sally W Bloomfield
Sally W. Bloomfield

Enclosure

cc: Louis Brown (via hand delivery; w/enclosure)

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

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OHIO

LONG DISTANCE RESALE TARIFF

OF

LISTING SERVICES SOLUTIONS, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Listing Services Solutions, Inc. within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected during normal business hours at the Company's principal place of business at Amherst Commons, 693 Main Street, Building C, Suite 3, Lumberton, NJ 08048.

The Company's Toll-Free Telephone Number:

1-800-649-8013

Issued: Effective:

Walt Rickard
Listing Services Solutions, Inc.
Amherst Commons
693 Main Street
Building C, Suite 3
Lumberton, NJ 08048

585742v2

CHECK SHEET

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

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^{*} Indicates new or revised sheet with this filing.

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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the sheet. Sheets are numbered sequentially. From time to time new sheets may be added to the tariff. When a new sheet is added between existing sheets a decimal is added to the preceding sheet number. For example, a new sheet added between Sheets 3 and 4 would be numbered 3.1.

Explanation of Symbols - When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols.

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increase.
- (M) To signify matter relocated without change.
- (N) To signify new rate or regulation.
- (R) To signify reduction.
- (S) To signify reissued matter.
- (T) To signify a change in text, but no change in rate or regulation.
- (Z) To signify a correction.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement, which connects the Subscriber's or Customer's location to the carrier's designated point of presence or network switching center.

Authorized User – A person, firm, or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Commission – Refers to the Public Utilities Commission of Ohio.

Company - Listing Services Solutions, Inc. ("LSSi"), unless otherwise indicated by the context.

Customer – The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

LSSi – Used throughout this tariff to refer to Listing Services Solutions, Inc. unless otherwise clearly indicated by the context.

Subscriber – The person, firm, corporation or other legal entity which arranges for services of the Company on behalf of transient third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff.

Switched Access – Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of LSSi

LSSi services are furnished for communications originating at specified points within the State of Ohio under the terms of this tariff.

LSSi installs, operates and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this tariff. LSSi 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 the LSSi services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven days (7) per week.

2.2 Limitations

- **2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment and subject to the provisions of this tariff.
- 2.2.2 LSSi reserves the right to discontinue furnishing service in accordance with the terms of this tariff, or to limit the use of service, when necessitated by conditions beyond its control, when the customer is using service in violation of the law or in violation of the provisions of this tariff.
- **2.2.3** The Company does not undertake to transmit message, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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- 2.2.4 All facilities provided under this tariff are directly or indirectly controlled by LSSi and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall apply where there is no interruption of the use or location of the service or facilities.
- **2.2.5** 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 transferees, as well as all conditions of service.
- **2.2.6** LSSi reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.
- **2.2.7** LSSi will only provide interexchange toll services in connection with its call completion services.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

- 2.4.1 LSSi is liable for its intentional wrongful acts and/or gross negligence. LSSi liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption,

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delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense (excluding attorney fees) or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- **2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service that is not the direct result of the Company's negligence.

2.5 Deposits

2.5.1 Any deposits required will be in compliance with the Ohio Administrative Code and will not exceed the maximum estimated charges for two consecutive billing periods, or 90 day days, whichever is less, or as may reasonably be required in cases involving service for short periods or special occasions. Interest will be paid in accordance with the Commission's rules and regulations and Ohio law.

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- **2.5.2** A deposit will be returned pursuant to the Ohio Administrative Code under the following conditions:
 - (A) Discontinuance of Service. Within 45 days of discontinuance of service, the Company will automatically refund the deposit, plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
 - (B) Good Payment Record. The Company shall refund the deposit, plus accrued interest, if the Customer
 - 1- has paid bills for services for the first 4 years of service following payment of the deposit without having had service discontinued for non-payment of bills within the last 2 years;
 - 2- has paid all bills without having more than 2 occasions within the last 12 months in which a bill was not paid in a reasonable period after it became due;
 - 3- is not presently delinquent in the payment of any bill due the Company;
 - 4- has not presented a bad check in payment of his/her bill within the last 2 years; and
 - 5- has not had detrimental credit information recorded against the Customer within the last 2 years.
 - (C) Establishment of Credit. The Company will return deposit plus accrued interest at any time upon request if the Customer's credit has been established by making payment on accounts when due.
 - (D) Option of the Company. The Company may refund a deposit, plus accrued interest, in whole or in part, earlier than the times prescribed in this section.
- **2.5.3** The fact that a deposit has been made in no way relieves the Subscriber from complying with the regulation with respect to advance payments and the prompt payment of bills on presentation.

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2.6 Advance Payments

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

2.7 Taxes

All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates for services paid for in arrears.

2.8 Terminal Equipment

The Company's facilities and services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.9 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.10 Payment for Service

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The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. The billing agency may be the Company, a local exchange telephone company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate and will comply with the overcharge and undercharge provisions of the Ohio Administrative Code.

2.11 Disputed Bills

- 2.11.1 Any objection to billed charges should be promptly reported to the Company's billing agent. Objections may be written or oral, and there is no time limitation on when a customer can dispute a bill. Adjustments to Customer's bills shall be made to the extent that records are available and circumstances exist which indicate that such changes are appropriate.
- **2.11.2** In the case of a billing dispute between the Customer and the carrier for services furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
 - A. First, the Customer may request, and the carrier will comply with the request, an in-depth review of the disputed amount. (The

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undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the carrier, the Customer may file an appropriate complaint with the Public Utilities Commission of Ohio at the following address:

Public Utilities Commission of Ohio 180 East Broad Street Columbus, OH 43215-3793 (800) 686-7826

Attention: Consumer Services Department

C. Credit may be obtained for incomplete or incorrectly dialed calls by contacting the Company prior to the due date of the bill. Customers may contact the Company's business office at the following toll free number: 1-800-649-8013

2.12 Cancellation by Customer

Customer may cancel service at any time, in writing or verbally. The Customer will be responsible for all charges from the time of notification to the Company until the processing of the disconnect request is complete. The Customer should utilize access code dialing to avoid any charges after the notification.

2.13 Interconnection

Service furnished by LSSi may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with LSSi's service. Any

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special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.14 Refusal or Discontinuance by Company

- **2.14.1** Any refusal or discontinuance of service will comply with the Ohio Administrative Code. LSSi may refuse or discontinue service with 10 days notice to the Customer for any of the following reasons:
 - (a) For failure of the Customer to pay a bill for service when it is due.
 - (b) For failure of the Customer to meet the Company's deposit and credit requirements.
 - (c) For failure of the Customer to make proper application for service.
 - (d) For Customer's violation of any of the Company's rules on file with the Commission.
 - (e) For failure of the Customer to provide the Company reasonable access to its equipment and property.
 - (f) For Customer's breach of the contract for services between the Company and the Customer.
 - (g) For a failure of the Customer to furnish such service, equipment and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
 - (h) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- **2.14.2** LSSi may refuse or discontinue service without notice to the Customer for any of the following reasons:

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- (a) In the event of tampering with the Company's equipment.
- (b) In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- (c) In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (d) In the event of fraudulent use of the service.

2.15 Interruption of Service

Any interruption of service will comply with the Ohio Administrative Code. Credit allowances for interruption of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

2.16 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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2.17 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

2.18 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company. Customer is also responsible for recovery costs of Company-provided equipment and any required for repair or replacement of damaged equipment.

2.19 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balances. 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. Bills should not be considered delinquent in 20 days if the late charges are not assessed until 30 days. Late fees will not incur during the period when a bill is disputed regardless of the outcome of the dispute. Late payment charges will be applied without discrimination.

2.20 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to the Ohio

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Administrative Code and Ohio law. The company may waive the bad check charge under appropriate circumstances.

2.21 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges. The Company will restore service as soon as service can be provided without undue risk.

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SECTION 3 – RATES AND SERVICES

3.1 General

Each Customer is charged individually for each call placed through the Company. Duration of each call is measured as stated in the description for each service offering. Charges are not based on airline mileage.

Service rates may vary by product or call type. Usage charges apply to all calls and are based on the duration of the call.

Either LSSi or a local exchange carrier bills customers.

3.2 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- **3.3.1** Timing for all calls begins when the called party answers the call (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- **3.3.2** Chargeable time for all calls ends when one of the parties disconnects from the call.
- **3.3.3** Minimum call duration and additional increments for billing are specified in the description of each service.
- **3.3.4** With the exception of the charge associated with invocation of call completion services, there is no billing for incomplete calls.

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3.3 Switched Outbound Service

Switched Outbound Service is available to business and residential customers for outbound calling via customer-provided local exchange company provided switched access. The minimum call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes. Rates are not mileage or time-of-day sensitive.

Per Minute Rate:

\$0.19

All Times of Day

3.3 Call Completion Service

Call Completion Service is available to business and residential customers that have used the directory assistance service and seek to have the Company automatically place an outbound call based on the telephone number identified by the Directory Assistance Service. To invoke the Call Completion Service, a Customer will receive an announcement instructing the Customer of the cost of using the service, and requiring the Customer to affirmatively select to use the service. The rate for Call Completion Service is on a per call, flat fee basis.

Call Completion Service:

\$0.45 per attempt

All Times of Day

3.4 Directory Assistance

Directory Assistance is available to business and residential customers. Directory Assistance charges apply to each call to Directory Assistance. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charges apply to each call regardless of whether Directory Assistance is able to furnish the requested telephone number.

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Residential Customers are provided six (6) free calls to directory assistance per month.

Physically and visually impaired persons, not able to use a telephone directory, will not be charged for any Directory Assistance calls.

In-State Directory Assistance:

\$0.65

All Times of Day

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