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FILE

Aimex Communications

3000 Executive Parkway, Suite 230
San Ramon, CA 94583

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PUCO

11 September, 2006

To Public Utilities Commission of Ohio

Attention: Townsend, Marianne

Garrettson, Paula

Margard, Werner

06-1123-TP-ACE

Please see all the requirements completed by Aimex Communications Inc

1. Completed Service Requirements Form
2. A copy of the proposed tariffs +brief description of the services proposed
3. Copy of the notification to the Ohio Department of Taxation of your intent to do business
4. Documentation indicating the applicant's corporate structure and ownership & List of names, addresses, and phone numbers of officers and directors, or partners
5. Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established
6. A sample copy of the customer bill and disconnection notice the applicant plans to utilize
7. Provide a copy of any customer application form required in order to establish residential service, if applicable

Feel free to contact me if there are any questions on our application requirements

Best Regards

Arnold Marasigan

Compliance Analyst

925-327-0400 ext 119

Public Utilities Commission of Ohio

Attention: Docketing Division

180 East Broad Street, Columbus, OH 43215-3793

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The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM
(Effective: 10/01/2004)
(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

06-1123-TP-ACE

In the Matter of the Application of)
Airnex Communications) Case No. 06 - 625 -TP - C01
to Renew certification of public convineince & necessity

Name of Registrant(s) Airnex Communication
DBA(s) of Registrant(s)
Address of Registrant(s) 3000 Executive Pkwy Ste 230 San Ramon CA 94583
Company Web Address www.airnex.com
Regulatory Contact Person(s) Shige Yamaji Phone 9253279400 Fax
Regulatory Contact Person's Email Address
Contact Person for Annual Report Shige Yamaji Phone 9253270400
Consumer Contact Information Phone
Date TRF Docket No. - - CT-TRF **or** - - TP-TRF

Motion for protective order included with filing? □ Yes □ No
Motion for waiver(s) filed affecting this case? □ Yes □ No [Note: waiver(s) tolls any automatic timeframe]
Company Type (check all applicable): ☒ CTS (IXC) □ ILEC □ CLEC □ CMRS □ AOS
□ Other (explain)

NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs 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. Please indicate the reason for submitting this form *(check one)*

□ 1 **(AAC)** Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
□ 2 **(ABN)** Abandonment of all Services
□ a. CLEC (90-day approval, 10 copies) □ b. CTS (14-day approval, 10 copies) □ c. ILEC (NOT automatic, 10 copies)
□ 3 **(ACE)** New Operating Authority for providers other than CMRS (30-day approval, 7 copies); *for CMRS, see item No.15 on this page.*
□ a. Switched Local □ b. Non-switched local □ c. CTS □ d. Local and CTS □ e. Other (explain)
□ 4 **(ACO)** LEC Application to Change Ownership (30-day approval, 10 copies)
□ 5 **(ACN)** LEC Application to Change Name (30-day approval, 10 copies)
□ 6 **(AEC)** Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
□ 7 **(AMT)** LEC Merger (30-day approval, 10 copies)
□ 8 **(ARB)** Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
□ 9 **(ATA)** Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
□ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
□ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
□ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
□ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
□ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
□ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
□ vi. Grandfather service (30-day approval, 10 copies)
□ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
□ viii. *Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below*
□ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
□ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
□ 10 **(ATC)** Application to Transfer Certificate (30-day approval, 7 copies)
□ 11 **(ATR)** LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
□ 12 **(ATW)** Application to Withdraw a Tier 1 Service
□ a. CLEC (60-day approval, 10 copies) □ b. ILEC (NOT automatic, 10 copies)
□ 13 **(CIO)** Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
□ 14 **(NAG)** Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
□ 15 **(RCC)** For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
□ 16 **(SLF)** Self-complaint Application
□ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
□ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
□ 17 **(UNC)** Unclassified (explain) (NOT automatic, 15 copies)
□ 18 **(ZTA)** Tariff Notification Involving only Tier 2 Services
NOTE: Notifications do not require or imply Commission Approval.
□ a. New End User Service (0-day notice, 10 copies)
□ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
□ c. Withdrawal of service (0-day notice, 10 copies)

□ 19 Other (explain) _____ (NOT automatic, 15 copies)

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

□ 20 Introduction or Extension of Promotional Offering

□ 21 New Price List Rate for Existing Service

□ a. Tier 1 □ b. Tier 2

□ 22 Designation of Registrant's Process Agent(s)

□ 23 Update to Registrant's Maps

□ 24 Annual Tariff Option For Tier 2 Services – indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.

□ Paper Tariff □ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice , 7 copies)

□ 25 Application to establish, revise, or cancel an end-user contract. *(NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)*

CTR Docket No._____ - _____ - TP – CTR (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

□	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
□	[3]	Completed Service Requirements Form.
□	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
□	[3]	Evidence 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]	Brief description of service(s) proposed.
□	[3a-b,3d]	Explanation of whether applicant intends to provide □ resold services, □ facilities-based services, or □ both resold and facilities-based services.
□	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
□	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
□	[3a-b,3d]	Description of the proposed market area.
□	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
□	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash an funding sources.
□	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
□	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
□	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
□	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
□	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
□	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): □ interconnection agreement, □ retail tariffs, or □ resale tariffs.
□	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
□	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
□	[3a,3b,3d, 9a,(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
□	[3a-b,3d,8]	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.
□	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
□	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
□	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
□	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
□	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
□	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
□	[1-2,4-7,9,12-13,16,18-23,25]	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.

□	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 21]	Specify which notice procedure has been/will be utilized: □ direct mail; □ bill insert; □ bill notation or □ electronic mail. NOTE: □ Tier I price list increases must be within an approved range of rates. □ SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
□	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
□	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
□	[2,12]	Copy of Notice which has been provided to ILEC(s).
□	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
□	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
□	[14]	The interconnection agreement adopted by negotiation or mediation.
□	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
□	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
□	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
□	[5,13]	New title sheet with proposed new company name.
□	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
□ □ □	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. **If Mirroring Large 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 large ILEC/CLEC territory, and listing the involved exchanges. • ***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 area 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 exchanges. • ***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.
□	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: □ Paper Tariff □ Electronic Tariff - If electronic, provide the web address for the tariff:

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 AND CTS PROVIDERS:

[x] Sales tax
[x] Minimum Telephone Service Standards (MTSS)
[x] Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

[x] 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

□ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
□ Emergency Services Calling Plan [Required if toll service provided]
□ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
□ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
□ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
□ Service Connection Assistance (SCA) [Required for all LECs]
□ Local Number Portability and Number Pooling [Required for facilities-based LECs]
□ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. **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:**

Shige Yamaji 9253270400

Hong Ji 9253270400

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

Shige Yamaji 9253270400

Hong Ji 9253270400 : 3000 Executive Pkwy Ste 230 San Ramon CA 94583

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.

VI. **List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)**

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer of the applicant corporation, Airnex Communication (Name of Company), 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) for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

Executed on 9/1/06 (Date) at San Ramon CA (Location)

President 9/1/06

*(Signature and Title) (Date)

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.

VERIFICATION

I, SHIGE YAMAJI verify that I have utilized, verbatim, the Commission's Telecommunications Application Form 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.

President 9/1/06

*(Signature and Title) (Date)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Contra Costa } ss.

On September 1, 2006 before me, Linda Stepanovich Notary Public,
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Shige Yamaji,
Name(s) of Signer(s)

☐ ~~personally known to me~~

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

LINDA STEPANOVICH
Commission # 1651869
Notary Public — California
Contra Costa County
My Comm. Expires Mar 26, 2010

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Affidavit

Document Date: September 1, 2006 Number of Pages: 4 Pages

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Individual	☐ Individual
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ *Attorney in Fact*	☐ *Attorney in Fact*
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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www.state.oh.us/tax/

REGISTRATION CONFIRMATION

Ohio

DEPARTMENT OF TAXATION

Central Registration Unit
P.O. Box 182215
Columbus, OH 43218-2215

June 25, 1999

2137351990622

AIRNEX COMMUNICATIONS INC
180 INTERSTATE NORTH PKWY SE
SUITE 260
ATLANTA, GA 30339-2102

Dear Taxpayer:

This letter is to confirm the receipt of your application and to verify your Ohio Seller's Use Tax account information as shown below.

Please verify that the information listed below is complete and accurate. You may return this document with your corrections and/or additions by mail, phone or fax.

Legal Name	AIRNEX COMMUNICATIONS INC
Federal Employer Identification Number	94-3247618
Social Security Number	
Ohio Charter Number	

Account Type	Account Number	Effective Date	Filing Frequency
Seller's Use Tax	99038215	3/1/1999	MONTHLY

FILING REMINDERS:

SALES AND USE TAX

Taxes due must be paid in a timely manner to avoid interest, penalties and/or additional charges. Tax returns must be filed in a timely manner even if no tax is due. You should receive your tax return within 2 to 4 weeks.

You may be responsible for registering with us for other tax types. If you have any questions regarding your tax responsibilities, please contact us.

Central Registration Unit
Toll Free: 1-888-405-4089
Fax: 1-614-728-9905

For **Deaf, Hard of Hearing or Speech Impaired** who use TTY or TDD ONLY: Please contact the Ohio Relay Service at **1-800-750-0750** and give the Communication Assistant the Dept. of Taxation office phone number you wish to contact.

RGAT0188

CERTIFICATE OF REGISTRATION
OHIO DEPARTMENT OF TAXATION
PO BOX 182215, COLUMBUS, OHIO 43218-2215

AIRNEX COMMUNICATIONS INC
180 INTERSTATE NORTH PKWY SE
SUITE 260
ATLANTA, GA 30339-2102

License Type: Seller's Use
Account #: 99038215
Effective Date: 3/1/1999

This is to certify that the above registrant is authorized to make retail sales subject to the tax pursuant to Chapter 5739. of the Ohio Revised Code or collect tax pursuant to Chapter 5741. of the Ohio Revised Code. The Tax Commissioner may revoke this authorization if the registrant fails to comply with a law, rule and/or regulation concerning this registration.

A new license must be obtained if the business is sold or if the form of ownership changes. This includes a business that incorporates, dissolves, or makes any similar change in ownership of the business. Registrants that have a fixed place of business from which retail sales of tangible personal property and selected services are made must obtain a new license if the business moves to another location.

James J. Lawrence
Tax Commissioner

ANNUAL RENEWAL FEE: $ 0.00

United States of America
State of Ohio
Office of the Secretary of State

I, J. Kenneth Blackwell, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show AIRNEX COMMUNICATIONS, INC., a California corporation, having qualified to do business within the State of Ohio on February 11, 1998 under License No. FC9813 is currently in GOOD STANDING upon the records of this office.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 25th day of August, A.D. 2006

J. Kenneth Blackwell

Ohio Secretary of State

Validation Number: V2006237A55374

Disconnection Notice

Date:
Account Number:
BTN #:

Dear,

Our numerous attempts to resolve your past due payments with Airnex have been unsuccessful. Your telephone service will be disconnected by:

Disconnection date:

Past Due Balance:

You can make immediate payment by:

- Going to **www.airnex.com/paybill** and making online payment by credit card or Bank Electronic Fund Transfer (EFT)
- Sending a **check** in the enclosed return envelope today (Please make sure you write your account number on the check)
- Calling Airnex at **1-800-808-5521**
  Monday - Friday 8:00 am – 9:00 pm (PST)

You must make full payments on balance due **IMMEDIATELY** to avoid serious consequences.

If you have made full payments already, please disregard this letter.

Airnex Communications
Airnex is your long distance telecommunications service provider

---------- TEAR HERE ----------

Send this portion with your check in the enclosed envelope to ensure proper credit

Account#:
BTN # :
Balance Due:

INVOICE STATEMENT

airnex
communications

3000 Executive Pkwy., Suite 230, San Ramon, CA 94583

Customer Service

1-800-708-4884 (English) 7am-9pm(M-F)	1-800-868-4155 (Persian) 8am-6pm(M-F)
1-888-484-7725 (Arabic) 8am-5pm(M-F)	1-800-865-7656 (Polish) 8am-6pm(M-F)
1-800-755-9578 (Chinese) 8am-6pm(M-F)	1-800-456-8595 (Russian) 8am-6pm(M-F)
1-800-350-5446 (Hindi) 7am-8pm(M-F)	1-800-721-0056 (Tagalog) 8am-6pm(M-F)
1-800-363-6638 (Japanese) 3pm-10pm(M-F)	1-800-282-7579 (Vietnamese) 9am-5pm(M-F)
1-800-868-6632 (Korean) 8am-6pm(M-F)	1-800-695-3442 (Fax)

On-line Support: **www.airnex.com/support/faq**
Email: ***philippinecs@airnex.com***
Dial-Up support: 1-877-272-1515, dialup@airnex.com

Account Information

Account Name	
Account Number	
Invoice Number	
Billing Closing Date	
Payment Due By	

If payments are not received by the due date a late fee of 1.5% per month will be applied.

Account Summary

Previous Balance	0.00
Payment Received	0.00
Credit & Adjustments	0.00
PAST DUE BALANCE	0.00

New Usage Charges

Local Service (Total) See following pages for details	
Long Distance	0.00
Internet Service	
Wireless Service	
Federal Tax	0.00
State/Municipal/County/City Tax	0.00
Other Taxes & Surcharges	
Monthly Fee	0.00
Late Fee	0.00
Promotional Discounts	0.00
TOTAL NEW CHARGES	**0.00**
TOTAL AMOUNT DUE	**0.00**

Please Pay This Amount

If you have chosen Credit Card or EFT as montly payment method on your Airnex account, you DO NOT need to send any payment or payment stub with this invoice.

Avenigs.usa

Switch to paper-less

E-bill now, and get $10 FREE calls!

www.airnex.com/ebill

DETACH HERE

PAYMENT COUPON

ax

1. **Please write your account number on your check.**
2. **Make checks payable to AIRNEX.**
3. **Please return this portion with your payment to ensure proper credit.**

View your statements online!
Simply go to www.airnex.com, and click "My account". It is the easiest way to view your account information, previous statements and pay your bill.

Remit Payment to
AIRNEX
P.O. Box 1317, San Ramon, CA 94583-6317

NOTICE
If you have a past-due balance, you must make the full payment. Otherwise you may experience service interruption.

Account Name	
Account Number	
Invoice Number	
Payment Due By	
TOTAL AMOUNT DUE	0.00

Amount Enclosed $

□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□

Call Details

DATE	TIME	DIALED PHONE NO.	DESTINATION	DURATION	AMOUNT	DATE	TIME	DIALED PHONE NO.	DESTINATION	DURATION	AMOUNT
(000)000-0000		Direct Dial	Direct Dial								
08/11	06:46pm	(000)000-0000	XXXXXXXXXX XX	0.00	0.00						
08/11	07:26pm	(000)000-0000	XXXXXXXXXX XX	0.00	0.00						
08/11	07:26pm	(000)000-0000	XXXXXXXXXX XX	0.00	0.00						
			0	0.00	0.00						

3000 Executive Pkwy, Suite 230,
San Ramon, CA 94583
Fax: 1-800-795-7101

Service Agreement

Please mail or fax this form to Airnex Communications.

(English Customer Service)
1-800-708-4884

日本語 カスタマーサービス 1-800-363-6638
亞洲國際電信 1-800-755-9578
پرسپولیس 1-800-868-4155
한소리 1-800-868-6632
TEL. POLONIA 1-800-778-6650
Родная сторона 1-800-748-7008
ABOT-TAWAG 1-800-708-4884
QUÊ HƯƠNG MẸ 1-800-933-8737

Services provided by Airnex Communications, Inc.

LOA

1. Billing Infornmation

Business Residence

Billing Name (For Business) :

Billing Name (For Residence) :

(First Name) (Last Name)

Billing Address:

Payment Method: Check Credit Card Bank EFT

2. Customer Information

Account Name:
as it appears on the local phone bill

Your local phone company:

Home Phone:

Daytime Phone:

Physical Address:

Home Country Phone Number:

Home Country Address:

3. Credit Card Information

Following information is necessary for Credit reference.

Type of Credit Card: VISA MasterCard AMEX Discover JCB

Name of Card Holder:

Credit Card Number:

Exp. Date

4. Bank Information

Bank Name:

Branch Name:

Account Name:

Routing Number (9 digits):

Account Number:

5. Line Information

Intra Lata: Yes No

Main Phone: Line Fax Cellular
Phone Number: ( )

Phone #2: Line Fax Cellular
Phone Number: ( )

Phone #3: Line Fax Cellular
Phone Number: ( )

6. Calling Card

Please select a unique 4digit numeric PIN for each card.

Name on Calling Card: PIN

Name on Calling Card: PIN

7. Questioneer

How did you learn about Airnex?:
TV News Paper Other

What is your current long distance phone carrier:
AT&T MCI Sprint Global Crossong Other

What is your average monthly long distance phone charge?
$ /mo.

What is your occupation:
Working Company Name
Student School Name Other

OFFICE USE 1-700 Call back
TPV by Conf #
ENG JPN CHI KOR FRS PHL VTN RUS POL

I, the undersigned, as the authorized person to change the long distance service on the lines above, hereby agree to the following: (1) Airnex Communications shall provide long distance services on the lines above and act as my agent in all matters related to providing long distance services; (2) local carrier shall charge a one time fee to change the long distance carrier: (3) I shall make faithful payment to Aimex Communications for all usage of the services, regardless of the nature of the usage, i.e., who used the service, when and where the service was used, and for all federal, state & local taxes and surcharges: (4) I authorize Airnex Communications to verify the credit information provided hereto; (5) if I fail to make payment when due, a finance charge of 1.5% per month to be levied and if Airnex Communications' collection attempt is not successful, the credit card above shall be charged with a fee of 5% of the total amount; (6) when the account is past due, Airnex Communications, at its sole discretion, may increase the rates and switch to billing through the local carrier, (7) if the collection fails due to cancellation of the credit card or dispute of the charge and if subsequent collection attempt is not successful, or if the deposit is applied towards payment and a balance remains unpaid despite Airnex Communications' subsequent collection attempt, a collection proceeure by a collection agency including legal action and reporting of derogatory credit record with an international credit bureau shall commence; (8) my actual usage of Airnex Communications service shall constitute my confirmation of the Agreement hereof ; (9) this Agreement shall be in full force until canceled in writing; and (10) I shall not hold Airnex Communications, its underlying carriers and agents liable for any damage resulting from using the services.

Print Name Social Security #

Signature Date

AIRNEX COMMUNICATIONS, INC.

OHIO DEPARTMENT OF PUBLIC UTILITY COMMISSION

Airnex Communications Inc Corporate Structure / Officers

President / CEO - Shige Yamaji

Treasurer - Shige Yamaji

Secretary - Shige Yamaji

Airnex HQ address: 3000 Executive Parkway Ste 230

San Ramon CA 94583

Tel no 925-327-0400

Toll Free 800-230 -5336

Fax no 925-327-0404

Toll Free Fax 800-941-8177

TITLE SHEET

OHIO TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Airnex Communications, Inc. ("ACI"), with principal offices at 3000 Executive Parkway, Suite 230, San Ramon, California 94583. This tariff applies for services furnished within the State of Ohio. This tariff is on file with the Ohio Department of Public Utility Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

CONCURRING, CONNECTING OR

OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None

2. Connecting Carriers - None

3. Other Participating Carriers - None

CHECK SHEET

The Sheets of this tariff 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
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Revised Sheet

* New or

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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

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

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

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable ACI to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Ohio Department of Public Utility Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of ACI or purchases a ACI Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or ACI - Used throughout this tariff to mean Airnex Communications, Inc., a California corporation.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

ResD. Org - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Ohio.

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.

SECTION 2 - RULES AND REGULATIONS 2.1

Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by ACI for 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 reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of 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.

2.1.1 The services provided by ACI 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 ACI 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 ACI.

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium
capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

2.2.1 ACI'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 ACI'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 ACI'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 ACI's services are available for use twenty four hours per day, seven days per week.

2.2.5 ACI does not transmit messages, but the services may be used for that purpose.

2.2.6 ACI's services may be denied for nonpayment of charges or for other tariff violations.

2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.

2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

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 the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, 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.

2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

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 or 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, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

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 ACI on the Customer's behalf.

2.4.3 If required for the provision of ACI's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to ACI.

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to ACI and the Customer when required for ACI personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of ACI's services.

2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of ACI's equipment to be maintained within the range normally provided for the operation of microcomputers.

2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with ACI's facilities or services, that the signals emitted into ACI's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with 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, ACI 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 ACI equipment, personnel or the quality of service to other Customers, ACI may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, ACI may, upon written notice, terminate the Customer's service.

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

2.4.8 The Customer must pay for the loss through theft of any ACI equipment installed at Customer's premises.

2.4.9 If ACI installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 without incurring liability, upon thirteen (13) days' written notice to residential Customers (seven (7) days' for business Customers), ACI may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due ACI for more than thirty (30) days after issuance of the bill for the amount due,

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, policy of any governing authority having jurisdiction over ACI'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 ACI from furnishing its services.

2.5.2 Without incurring liability, ACI 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 ACI's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.3 Service may be discontinued by ACI without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when ACI deems it necessary to take such action to prevent unlawful use of its service. ACI will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.5.4 The Customer may terminate service upon reasonable 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 until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowance

2.6.1 Credit may be given for disputed calls, on a per call basis.

2.6.2 Credit shall not be issued for unavailability of long distance services.

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 Deposit

The Company does not require deposits. 2.9

Advance Payments

The Company does not require advance payments.

2.10 Payment and Billing

2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.

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. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.13 Late Charge

A late fee of 1.5% per month or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances (30 days after invoice).

2.14 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

SECTION 3 - DESCRIPTION OF SERVICE 3.1

Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and/or time of day of the call. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.

3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

3.1.3 Timing begins when the called station is answered and two way communications is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. ACI will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

3000 Executive Parkway, Suite 230
San Ramon, California 94583
(800) 708-4884

Any objection to billed charges should be reported promptly to ACI. 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. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

All Customer complaints and inquiries regarding service or billing are subject to the jurisdiction of the Commission which may be contacted at the following address and telephone number:

Public Utilities Commission of Ohio
Attn: IAD
180 E. Broad Street
Columbus, Ohio 43215-3793
(800) 686-PUCO (7826)

If a Customer accumulates more than One Dollar of undisputed delinquent ACI 800 Service charges, the ACI Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of ACI or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. ACI's name and toll-free telephone number will appear on the Customer's bill.

3.5 Service Offerings

3.5.1 1+ Dialing

This service permits Customers to originate call via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+'1 followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 800 Service (Toll-Free)

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

3.5.4 ACI Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase ACI Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. ACI Prepaid Calling Cards are available at a variety of face values ranging from five dollars ($5.00), in one dollar ($1.00) increments. ACI Prepaid Calling Card service is accessed using the ACI toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. ACI's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's ACI Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

In order to continue the call, the Customer can either call the toll-free number on the back of the ACI Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by. the Company if the balance on the ACI Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid ACI Prepaid Calling Card prior to termination.

A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for ACI Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the ACI Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to an ACI Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to ACI Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

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.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

3.5.5 Local Calls.

Local calls will not be accepted or completed.

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished 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.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

EFFECTIVE RATES

4.1 1+ Dialing

$0.110 per minute

Billed in one minute increments.

4.2 Travel Cards

$0.2499 per minute

Billed in one minute increments.

4.3 Toll Free

$0.110 per minute

Billed in one minute increments

4.4 Prepaid Calling Cards

$.2499 Per Telecom Unit

4.5 Returned Check Charge

$20.00

4.6 Rate Periods

	Monday - Friday	Saturday	Sunday
8 am to 5 pm *	Daytime Rate Period		
5 pm to 11 pm*	Evening Time Rate Period		Evening Rate Period
11 pm to 8 am*	Night / Weekend Rate Period		

*To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.7 Payphone Dial Around Surcharge

A dial around surcharge per call, equal to the amount approved by the FCC at the time the call was made, will be added to any completed INTRAstate toll access code and subscriber 800/888 type calls placed from a public or semipublic payphone.

4.8 Universal Service Fund Assessment & Presubscribed Interexchange Carrier Charge

The Customer will be assessed a monthly federal Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor). A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

SECTION 5 - MINIMUM/MAXIMUM RATES

5.1 1 + Dialing

$0.06 per minute Minimum

$0.25 per minute Maximum

5.2 Travel Cards

$0.08 per minute Minimum

$0.35 per minute maximum

5.3 800 Service (Toll-Free)

$0.06 per minute Minimum

$0.25 per minute Maximum

5.4 Prepaid Calling Cards

$0.07 per minute Minimum $0.50 per