

*for file*

# Visiology, Inc.

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February 16, 1998

98-284-CT-ZCN

Docketing Division  
Public Utilities Commission of Ohio  
180 E. Broad Street  
Columbus, Ohio 43215-3793

RECEIVED - DOCKETING DIV  
98 FEB 17 PM 12:41  
PUCO

Re: Advice Letter 1 - ZCN  
Discount Call Rating, Inc.  
d/b/a Flat Rate Long Distance Inc.

Dear Sir:

On August 8, 1997, Case No. 97-611-CT-ACE was automatically approved. The Public Utilities Commission of Ohio granted Discount Call Rating, Inc. a Certificate of Public Convenience and Necessity to provide competitive telecommunications services in the State of Ohio. The certificate was issued under the name Discount Call Rating, Inc. ("DCR"). DCR will be operating as Discount Call Rating, Inc. d/b/a Flat Rate Long Distance Inc.

Enclosed are an original and ten (10) copies of the required 563 Registration Form which includes revisions to PUCO No. 1. The revised tariff pages have an issue date of February 16, 1998 and an effective date of February 18, 1998. The purpose of this tariff filing is to add d/b/a Flat Rate Long Distance Inc. to each tariff page. The company's address, telephone numbers, operations, corporate structure, and ownership have not changed as a result of the name change. A copy of the evidence from the Secretary of State is enclosed. Therefore, SBCS Inc. requests that a new certificate be issued reflecting d/b/a Flat Rate Long Distance Inc.

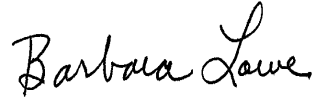
The 563 Registration Form requires a copy of the real time notice which was provided to customers. DCR does not currently have customers in Ohio.

So that our records will be complete, I would appreciate it if you would please date-stamp the extra copy of this transmittal letter and mail it in the envelope provided. Please direct any questions regarding this notification to Barbara Lowe, Vice President, Visiology, Inc., 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1702.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business, Technician *Quinn H. W.* Date processed *Feb 18, 1998*

Your assistance in this matter is greatly appreciated.

Yours truly,

A handwritten signature in cursive script that reads "Barbara Lowe". The signature is written in dark ink and is positioned above the printed name and title.

Barbara Lowe  
Consultant to Discount Call Rating, Inc.

Enclosures

PUBLIC UTILITIES COMMISSION OF OHIO

PUBLIC COMPETITIVE TELECOMMUNICATIONS SERVICE PROVIDER

563 REGISTRATION FORM

ISSUED: December 21, 1995

In the matter of the Application of

Discount Call Rating, Inc.

to Request Change of Name.

)

) Case No. 98-284-CT-ZCN

)

Name of Registrant Discount Call Rating, Inc. d/b/a Flat Rate Long Distance Inc.

Registrant's Address 41 Watchung Plaza, Suite 106, Montclair, New Jersey 07042

Contact Person Rocco Genova

(Phone-) (800) 270-2344 or FAX (800) 478-4719 )

Date February 16, 1998

TRF Docket No. 90-5755--CT-TRF

- I. Indicate the reason for submitting this form (check only one)(NOTES: 1. If a waiver is filed in conjunction with an automatic case, see I.D.2.b. of the 563 guidelines for the applicable automatic time frame; and 2. The number of copies noted below must be accompanied by an original filing. Facsimiles are not acceptable.):

- ☐ 1. (ABN) Withdrawal or Abandonment of all Services (14-day notice, 13 copies)
- ☐ 2. (ACE) New Operating Authority (30-day approval, 10 copies)
  - ☐ IXC ☐ AOS ☐ CAP ☐ Cellular ☐ Paging
  - ☐ Other \_\_\_\_\_
- ☐ 3. (AMT) Merger (14-day notice, 13 copies)
- ☐ 4. (ATR) Transfer or Transaction Affecting Operating Authority (14-day notice, 7 copies)
- ☐ 5. (ARJ) All Other Requests for Relief from Jurisdiction (NOT automatic, 10 copies)
- ☐ 6. (MTW) "Me Too" Waiver (30-day approval, 10 copies)
- ☐ 7. (RRJ) Interexchange Switchless Rebiller Request for Relief from Jurisdiction (30-day approval, 10 copies)
- ☐ 8. (WVR) Request for Waiver from Portion(s) of 563 pursuant to I.D.3. of the 563 guidelines. (NOT automatic, 10 copies)
- ☐ 9. (ZAC) Contract (0-day notice, 10 copies)
- ☒ 10. (ZCN) Change of Name (0-day notice, 10 copies)
- ☐ 11. (ZCO) Change in Ownership (0-day notice, 10 copies)
- ☐ 12. (ZTA) Introduction of new tariffed service(s), textual revision, correction of error. addition of service area(s), etc. (0-day notice, 10 copies)
- ☐ 13. (UNC) Unclassified (explain) \_\_\_\_\_ (not automatic, 10 copies)
- ☐ 14. Other (explain) \_\_\_\_\_ (not automatic, 10 copies)

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

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

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

- ☐ A copy of registrant's proposed informational tariff. (2)
- ☐ 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. (2)
- ☐ List of names, addresses, and phone numbers of officers and directors, or partners. (2-4)
- ☐ Brief description of service(s) proposed, as well as the targeted market(s) (2)
- ☒ Copy of tariff sheet(s) & price list(s) superseded, marked as Exhibit A. (1,3-4,6,10,12-16)

- ☒ Copy of revised tariff sheets & price lists, marked as Exhibit B. (1,3-4,6,10,12-16)
- ☐ If increase to residential MTS, DA, or traditional operator surcharges, specify which notice procedure will be utilized: \_\_\_\_\_ real time; or \_\_\_\_\_ annual. (12,16)
- ☐ Copy of real time notice which has been provided to customers. (1,3,10-12,16)  
Copy of annual notice which will be sent to customers is: \_\_\_\_\_ included with this filing; or will be filed with the Commission \_\_\_\_ (month) \_\_\_\_ (year). (16)
- ☐ Description of and rationale for proposed tariff changes, including a brief description of the service(s) proposed or affected. Specify for each service affected whether it is business \_\_\_\_, residence \_\_\_\_, or both \_\_ as well as whether it is a switched \_\_\_\_ or dedicated \_\_\_\_ service. Include this information in either the cover letter or label as "Exhibit C". (3,6,8,12-15)
- ☐ Delineation of any deaveraged message toll service, if applicable. (6, 12-16)
- ☒ Statement explaining rationale for proposal. (1,3-5,10-11)
- ☒ List of Ohio counties specifically involved or affected. (1-6,8,10,16)
- ☒ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.), (2-4,7,10) (In transfer of certificate cases, the transferee's good standing must be established).
- ☐ Justification for waiver of specific element(s) of 563. (6,8)
- ☐ Responses to questions contained in Appendix A, Attachment 4 to the 563 guidelines (7)
- ☐ For radio common carriers, 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. (2-4)
- ☐ Other information requested by the Commission staff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirement 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 CTS providers:

- (x) Sales tax
- (x) Deposits

Service requirements for CTS providers of certain services (check all applicable):

- ☐ Discounts for Persons with Communications Disabilities and the Telecommunication Relay Service
- ☐ Emergency Services Calling Plan
- ☐ Alternative Operator Services (AOS) requirements
- ☐ Limitation of Liability
- ☐ Termination Liability Language

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

Any questions regarding this tariff filing should be directed to Barbara L. Lowe, Vice President, Visiology, Inc. 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1702. The list of names, titles, and addresses of those person authorized to make and/or verify filings on behalf of the registrant are the same as shown in 97-611-CT-ACE.

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(s) indicated.



VERIFICATION

I, Barbara Lowe, Consultant verify that I have utilized, verbatim, the Commission's 563 Registration Form issued December 21, 1995 and that all of the information submitted here, and all additional information submitted in connection with Case No. 98 -      - CT-ZCN is true and correct to the best of my knowledge.

Barbara Lowe  
(Signature)\*

February 16, 1998  
(Date)

- \* A verification is required for every filing, it may be signed by counsel or a process agent designated by the Registrant, except that initial certification cases (ACE) must be signed by an officer of the registering entity.

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 A**

**SUPERSEDED PUCO NO. 1**

PUCO 1

DISCOUNT CALL RATING, INC.

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COMPETITIVE TELECOMMUNICATIONS SERVICES	Page References
Outbound Services	56 thru 56
Inbound Services	57 thru 57
Calling Card Services	58 thru 58
Directory Assistance Service	59 thru 59

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Issued: June 3, 1997

Effective: July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
Case No. 97 - 611 -CT- ACE.

Issued by:

Rocco Genova, President  
Discount Call Rating, Inc.  
Montclair, New Jersey

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PUC NO. 1

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**CHECK PAGE**

Each page of this Tariff is effective as of the date shown at the top of the page. The revised pages listed comprise all changes from the original Tariff that are in effect as of the date shown.

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By Rocco Genova, President

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PUC NO. 1

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CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

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

- R - To signify reduction
- I - To signify increase
- T - To signify a change in text or regulation but no change in rate
- M - To signify matter relocated without change
- N - To signify new rate or regulation
- D - To signify discontinued rate or regulation

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PUC NO. 1

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 Cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are six 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
- D. Check Page - When a filing is made with the Commission, an updated Check Page accompanies the filing. The Check Page lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

**Access Line:** An Access Line is a transmission line from either the LEC's or the DUC's Point-of-Presence (POP) to the Customer's Premise(s) used to transmit voice and data calls.

**Account Code:** An Account Code is a code consisting of two or more digits which is available to Customers to identify individual users and thereby allocate the cost of long distance Service.

**ANI:** ANI stands for Automatic Number Identification.

**Applicant:** Applicant is any entity or individual who applies for Service under this Tariff.

**Application for Service:** The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

**Authorization Code:** An Authorization Code is a code in numbers or letters employed to gain access to Service(s).

**Authorized User:** An Authorized User is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

**Business Customer:** A Business Customer is a Customer whose use of the Services is for a business, professional, institutional, or occupational purpose. Any Business Customer employee who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

**CAP:** CAP is an acronym for Competitive Access Provider.

**CLEC:** CLEC stands for Competitive Local Exchange Carrier

**Company:** Company refers to Discount Call Rating, Inc.

**Commission:** Commission refers to the Public Utilities Commission.

**Customer:** A Customer is the person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group --and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Service after its account(s) are removed from Company's billing system, and subsequently continues to use Service, or (2) otherwise uses Service for which no other Customer is obligated to compensate the Company.

**Customer Premise(s) / Customer's Premise(s):** Customer Premise(s)/ Customer's Premise(s) locations are designated by a Customer where Service is originated/terminated.

**DUC:** DUC is an acronym for Designated Underlying Carrier.

**InterLATA Call:** An interLATA call is any call that originates in one LATA and terminates in a different LATA.

**IntraLATA Call:** An intraLATA call is any call that originates and terminates within the same LATA.

**IXC:** IXC stands for Interexchange Carrier.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

**LATA:** LATA is an acronym for Local Access Transport Area which is a geographic boundary, within which the LEC provides communications services.

**LEC:** LEC is an acronym for Local Exchange Carrier.

**NPA:** NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

**NXX:** NXX represents the first three digits of a Customer's telephone number.

**PIC:** PIC stands for Primary IXC.

**POP:** POP is an acronym for Point-of-Presence. A POP may be (a) the central office of the DUC; (b) a location where the LEC or CLEC hands off the traffic of the Company's Customers to the DUC; or (c) the location where the Customer's facility interconnects with the DUC.

**PUCO:** PUCO stands for Public Utilities Commission of Ohio.

**Rate Center:** A Rate Center is a specified geographical location used for determining mileage measurements.

**State:** State refers to the State of Ohio.

**Service:** Service consists of any telecommunications Service provided by the Company pursuant to this Tariff.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

**Switched Access:** If the Customer's location has a transmission line that is switched through the LEC or CLEC to reach the network of the DUC, the access is switched.

**Switched Services(s):** Switched Services(s) are any Services that are described in this Tariff.

**Total Usage:** The Customer calculates Total Usage totaling the most recent month's interstate, intrastate, and international usage for all lines to be provisioned via a Service offered by the Company. For Customers with multiple locations, the usage for each location will be calculated individually. If the Customer's traffic volume varies significantly from month-to-month, the Customer may determine TU by averaging more than one month's bill.

**TU:** TU stands for Total Usage.

**Underlying Carrier:** Underlying Carrier refers to any interexchange carrier that provides long distance Services resold by the Company pursuant to this Tariff.

**V&H:** V&H stands for Vertical and Horizontal.

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

This Tariff contains the description, regulations, and rates applicable to intrastate InterLATA and intrastate IntraLATA telecommunications Service offered by Discount Call Rating, Inc. with principal offices at 41 Watchung Plaza, Suite 106, Montclair, New Jersey 07042. The Company's Services are provisioned via the DUC. The Company resells the Services of facilities-based carriers. The territory is all counties within Ohio.

2.2 Limitations Of Services

2.2.1 Services are offered subject to the availability of facilities and/or equipment from the DUC, the Company's ability to provision the order at the time the Applicant or Customer orders Service, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available.

2.2.2 The Company reserves the right to discontinue offering Services without liability, or to limit the use of Services when necessitated by conditions beyond the Company's control, or when the Customer is using Services in violation of the law or of the provisions of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (continued)

- 2.2.3 Prior written permission from the Company and approval pursuant to Paragraph 2.14 are required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees.
- 2.2.4 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty four (24) hours per day.
- 2.2.5 Service will be provided until canceled by the Customer on not less than thirty (30) days' written or verbal notice.
- 2.2.6 Customer will not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.
- 2.2.7 The Customer may not use Services provided under this Tariff for any unlawful purpose.
- 2.2.8 Any Applicant or Customer is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment.
- 2.2.9 The Company, when acting at the Customer's request and, as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, route diversity, alternate access, or circuit conditioning.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (continued)

2.2.10 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services. Abuse or fraudulent use of Services includes, but is not limited to:

- Use of Services to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; or
- Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components of the Company or of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge(s) for such Services; or
- Use of the Service of the Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; or
- Use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.

2.2.11 All services are interstate offerings, but the Customer has the option to use the services to place intrastate calls. Intrastate service is only available if the Customer subscribes to the Company's comparable interstate service offering.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (continued)

- 2.2.12 The Company will accept a Customer's or Applicant's request for a particular 800/888 telephone number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the 800/888 number will be made prior to the initiation of Service to the Customer. Assignment of the 800/888 telephone number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active 800/888 number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer an 800/888 number to another person, the Company may refuse to establish Service. If the Company learns that a Customer is attempting to sell, barter, trade, or otherwise transfer an 800/888 number to another person, the Company may, upon written notice, discontinue Service. If a Customer's 800/888 telephone number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the 800/888 number, the Company, may upon written notice, discontinue Service.
- 2.2.13 The availability of 800 numbers from the Company is limited by the Company's ability to obtain 800 numbers from the DUC.
- 2.2.14 If a Customer accumulates past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800 service to another carrier(e.g. "porting" of the 800 number), including a request for a Responsible Organization (Resp. Org.) change, until such time as all charges are paid in full and all disputes, if any, resolved.
- 2.2.15 The Company reserves the right to refuse to process calls when the Authorization Code or PIN cannot be validated.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company

2.3.1 Conditions under which the Company may, without notice, refuse or terminate Service without liability include but are not limited to:

- (A) Applicant or Customer provides the Company insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or
- (B) Applicant or Customer provides false information or refuses to provide information to the Company regarding their identity, address, or credit-worthiness; or
- (N) If the Customer refuses to furnish information to the Company regarding its past or current use of common carrier communication Services or its planned use of Service(s); or
- (D) Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or
- (E) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or
- (F) The Company deems such refusal or termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or
- (G) Customer's misuse of the DUC's network; or

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company (continued)

2.3.1 (continued)

- (H) Customer's use of the DUC's network for any fraudulent, unlawful, or criminal purpose; or
- (I) Customer has suspected unauthorized or fraudulent use of Service; or
- (J) Customer's use of Service adversely affects the Service to other Customers;  
or
- (K) Customer is using the Service for purposes other than those described in this Tariff; or
- (L) If Customer refuses to allow Company reasonable access to the Customer's facilities to provision Service(s); or
- (M) In the event that the Company or the DUC learn of possible fraudulent use of any of the Company's travel card Services, the Company will make an effort to contact the Customer, but Service may be terminated or blocked without notice and without liability to the Company.

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

- 2.3.2 Conditions under which the Company may, with five (5) business days notice, refuse or terminate service without liability include, but are not limited to:

Nonpayment of any sum due for telephone service provided hereunder, where Customer's charges remain unpaid more than five (5) days following notice of nonpayment from the Company. Notice will be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address; or

- 2.3.3 In the event of emergency or threatened or actual disruption of Service to other Customers, the Company may temporarily restrict Service without notice and without incurring liability.

- 2.3.4 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service(s) or facilities or equipment associated with such Service(s).

- 2.3.5 No agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be agents or employees of the Company without written authorization.

- 2.3.6 The Company is not liable for any damages the Customer may incur as a result of the unlawful use or use by an unauthorized person of the Service(s).

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Issued: June 3, 1997

Effective July 7, 1997

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.7 The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of Services when such defacement or damage is not the result of the Company's negligence. The Customer will indemnify and hold harmless the Company from any claim of the owner of the Customer's premises or other third party claims for such damages.

2.3.8 This Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

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Issued: June 3, 1997

Effective July 7, 1997

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

- 2.3.9 The Company's liability will be limited to that expressly assumed in Paragraph 2.3 hereof. The Company will not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any Services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.
- 2.3.10 The Company may rely on LECs or other third parties for the performance of Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder will not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.11 Where the Company's 800 Service(s) is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's Service order, or the Customer is provided with a number or numbers other than the one(s) committed by the Company to the Customer, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00.

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Issued: June 3, 1997

Effective July 7, 1997

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.12 The Company will be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted via Services(s); or
- (B) Violation by Customer of any other literary, intellectual, artistic, dramatic, musical right, or other content transmitted by the Company; or
- (C) Violations by Customer of the right to privacy; or
- (D) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer; or
- (E) Claims related to lost or stolen travel cards, except as described herein; or
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof; or
- (G) All other claims arising out of any act or omission of the Customer in connection with Services provided by the Company; or

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.12 (continued)

- (H) All loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment where such Installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence or willful action; or
- (I) Defacement of, or damage to, the premises of a Customer resulting from the furnishing, Installation, and/or removal of Channel facilities or the attachment of instruments, equipment, and associated wiring on or from the Customer's Premises; or
- (J) Claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

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Issued: June 3, 1997

Effective July 7, 1997

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

- 2.3.13 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties will not result in the imposition of any liability whatsoever upon the Company, and Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.3.14 In the event parties other than Customer (e.g., Customer's customers) will have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.
- 2.3.15 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer will not constitute the permanent waiver of any term or condition herein. Each of the provisions will remain at all time in full force and effect until modified in writing.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.16 The Company is not liable for:

- (A) Damages caused by the negligence or willful misconduct of the Customer;  
or
- (B) Any failure to provide or maintain Services under this Tariff due to circumstances beyond the Company's reasonable control; or
- (C) Any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Services provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings; or
- (D) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in Services contained in this Tariff; or
- (E) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of 800 Service, this also applies to third parties who dial the Customer's 800 number by mistake; or
- (F) Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties; or

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.16 The Company is not liable for: (continued)

- (G) Any action, such as blocking, discontinuing, or interrupting Service(s) by the Company of all traffic or traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff in order to control fraud or non-payment. Service will be Restored as soon as it can be provided without undue risk and only after accounts have been brought current.

The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.

- 2.3.17 The Company will make no refund of overpayment by a Customer unless the claim for such overpayment, together with appropriate evidence is submitted within two years of the date of the alleged overpayment.

- 2.3.18 With respect to the Switched Services contained herein and except as otherwise provided herein, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional acts of the Customer will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing Service hereunder occurs, except in cases of willful misconduct by the Company.

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Issued: June 3, 1997

Effective July 7, 1997

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.19 The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to:

- Unavoidable interruption in the working of transmission facilities including but not limited to fire, explosion, vandalism, cable cut, or other similar occurrence; or
- Natural disasters such as storms, fire, flood, or other catastrophes; or
- Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, unlawful acts of individuals including acts of the Company's agents, contractors, and employees if committed beyond the scope of their employment, or preemption of existing Services to Restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's rules and regulations; or
- Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

- 2.4.1 The Services offered herein may be used for any lawful purpose, including business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the DUC or others.
- 2.4.2 Service furnished by the Company will not be used for any unlawful or fraudulent purposes as defined in this Tariff.
- 2.4.3 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC not the Company.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following:

- (A) One joint user or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or Authorized Users in the application for Service. Service orders which involve the start, rearrangement, or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.
- (B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User will be liable to the Company for all charges incurred as a result of its use of Service(s). Each joint or Authorized User must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer will be responsible for allocating charges to each joint user or Authorized User.

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Effective July 7, 1997

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

- 2.4.5 A Customer of 800 Service(s) will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage.
- 2.4.6 If a Customer of 800 Service(s) is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company will give the Customer ten (10) days' written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.
- 2.4.7 The Company may require a Customer requesting 800 Service to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.
- 2.4.8 Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code, 800/888 number issued by the Company to its Customers.
- 2.4.9 If within ninety (90) days of activation, a Customer's 800 number is not used actually and substantially, the Company reserves the right to recover 800/888 Service, upon written notice, and/or make the 800/888 number unavailable for use. Test calling does not constitute use.
- 2.4.10 The Company in conjunction with its Responsible Organization (Resp. Org.) will reserve, assign, activate, or change 800/888 numbers for a Customer and will administer 800/888 numbers in accordance with customary industry standards and practices, and the terms of this Tariff and effective procedures of the 800 Service Management System.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify and hold harmless the Company against:

- Claim(s) for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted via Service(s); or
- Violation(s) by the Customer of any other literary, intellectual, artistic, dramatic, or musical right, or other content transmitted via the Service(s); or
- Violation(s) by the Customer of the right to privacy; or
- Claim(s) of patent infringement arising from combining or connecting Company's facilities or the facilities of the DUC with apparatus and systems of the Customer; or
- All lost or stolen travel cards except as described in Section 2.20 of this Tariff; or
- Any other rights whatsoever relating to or arising from message content or the transmission thereof; or
- All other claims arising out of any act or omission of the Customer in connection with any Service.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.2 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. A Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. In the event taxes are erroneously paid the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

2.5.3 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within one (1) year after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.4 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.5 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Paragraph 2.3 and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.
- 2.5.6 The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), terminated on the Customer's 800 number, billed to the Customer's travel card or authorization code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.
- 2.5.7 The discontinuance of Service(s) by the Company pursuant to Paragraphs 2.3.1 does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.8 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the network of the DUC do not damage equipment, injure personnel, or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.

2.5.9 The Customer will be liable for:

- (A) Reimbursing the Company for all loss as a result of theft, fire, flood or other catastrophes of Company or DUC provided equipment or facilities on the Customer's Premises; and
- (B) Reimbursing the Company for damages to facilities or equipment caused by the negligence or wilful acts of the Customer's officers, employees, agents, or contractors.

2.5.10 For Customers signing a Company term agreement, the Customer agrees to maintain a minimum monthly usage volume equal to or greater than 50 percent of the volume of long distance minutes established by the Customer during the first full quarter of Customer participation under this plan. The Company reserves the right to declare the Customer terminated from the term agreement in the event that the Customer fails to maintain the volume stated above and early termination penalties will apply.

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SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service

2.6.1 Application for Service

To obtain Service, the Company requires the Customer to complete an application for service which includes the letter of agency or other authorization it deems appropriate.

2.6.2 Establishment of Credit

(A) Applicant

The Company reserves the right to examine the credit record and check the references of all Applicants and Customers. The Company may examine the credit profile/record of any Applicant prior to accepting the Service order. These will not in themselves obligate the Company to provide Services or to continue to provide Services, if a later check of Applicant's credit record is, in the opinion of the Company, contrary to the best interests of the Company.

(B) Customer

If the conditions of Services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

2.6.3 Deposits

The Company does not collect deposits for services in this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.7 Rendering and Payment of Bill

2.7.1 General

Bills are sent to the Customer's billing address as shown on their account no later than forty five (45) days following the close of billing. The billing period is a month. Payments will be made directly to the address indicated on the bill. Charges may be assessed for unbilled traffic for up to two years in arrears.

2.7.2 Due Date

The due date will be disclosed on the bill. Payment in full is due within twenty-two (22) days from the invoice date.

2.7.3 Late Charge

If a Customer's bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount. If LEC billing is utilized, the rules and regulations applying to rendering and payment of bill and late charges are the same as covered in the applicable LEC tariff.

2.7.4 Billing Disputes

Billing disputes are handled by the Company's customer service organization. See Section 2.8. of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.8 Customer Service

2.8.1 General

The Company's name and toll-free number appear on the bill. Customer Service may be contacted in writing at 41 Watchung Plaza, Suite 106, Montclair, New Jersey 07042. Customers may also contact Customer Service by dialing toll-free (800) 789-3443 or FAX (800) 613-4261. Customer Service representatives are available from 9 a.m. to 9 p.m. business days for normal billing and service questions. The 800/888 number is printed on the Customer's bill.

2.8.2 Billing Inquiries

Billing inquiries may be referred to the Company's customer service organization as indicated in Paragraph 2.8.1 above. If the Customer is not satisfied with the resolution of a bill dispute, the Customer may contact the Commission for resolution of the dispute.

2.8.3 Service Difficulties

Service difficulties may be referred to the Company's customer service organization, as indicated in Paragraph 2.8.1 above.

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SECTION 2 - RULES AND REGULATIONS

2.9 Cancellation of Service By Customer

A Customer may cancel Service by giving written or verbal notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Section 2.8.1 of this tariff. The Company requires such notification to protect the Customer from unauthorized account transfer or "slamming". If the Company is not notified accordingly, the Company may reinstate Customer's account by implementation of its automatic provisioning system. The Company will confirm all cancellations within five (5) business days. Additionally, in the event that the automatic polling system determines the Customer is no longer receiving Service, the Customer may be reinstated and a written reinstatement notice will be sent to the Customer within five (5) business days.

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SECTION 2 - RULES AND REGULATIONS

2.10 Termination of Service By Company

2.10.1 Notice of Service Termination

Every effort will be made to provide a Customer five (5) business days written notice of termination of Service. However, under certain circumstances including but not limited to emergency or threatened or actual disruption of Service to other Customers, the Company may terminate Service without notice. See Section 2.3 for conditions whereby the Company may refuse or terminate Service without incurring liability.

2.10.2 Non-Payment

Service will not be terminated if the Company receives payment prior to the termination date listed on the termination notice or if the Company and the Customer have entered into a payment arrangement.

2.10.3 Charges Owed

The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.

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SECTION 2 - RULES AND REGULATIONS

2.11 Interruption of Service

2.11.1 General

It is the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

2.11.2 All Services

Credit allowances for the interruption of usage-sensitive Services will be limited to the applicable initial period charge for the call interrupted, subject to the limitation of liability provision set forth in Section 2.3.18 of this Tariff.

2.11.3 Monthly Recurring Charges

No credit for monthly recurring charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

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SECTION 2 - RULES AND REGULATIONS

2.12 Taxes

In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for Service(s). All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

In order to be granted tax exempt status, the Customer must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

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SECTION 2 - RULES AND REGULATIONS

2.13 Holiday Rates

Holiday rates do not apply to the Company's services.

2.14 Timing of Calls

2.14.1 On direct dialed calls, chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined on standard industry answer detection methods, including hardware and software answer detection.

2.14.2 Chargeable times ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released by the automatic timing equipment in the telecommunications network.

2.15 Determining Rate In Effect

2.15.1 For outbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For inbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect. Time-of-day will be determined in accordance with Section 2.16 of this Tariff.

2.15.2 When call duration is split between two rate periods, the rate in effect at the origination of the call applies to the entire duration of the call.

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

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SECTION 2 - RULES AND REGULATIONS

2.16 Rate Period

Different rates may be applicable to a call at a different time of the day and on certain days of the week as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

Rate Period	Times Applicable		Days Applicable
	From	To But Not Including	
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

The Peak Rate Period is the same as the day rate period above. The Off-Peak Rate Period is all other times.

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

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SECTION 2 - RULES AND REGULATIONS

2.17 Mileage Measurements

Each rate center or POP has a unique set of assigned vertical and horizontal (V&H) coordinates which are used by the Underlying Carrier for calculating mileage. Calculation of mileage is in accordance with the V&H coordinate system.

The distance is measured using the V&H coordinates associated with either the rate centers of the originating and terminating stations or the V&H coordinates associated with the originating and terminating POP of the underlying carrier. The type of access determines which V&H coordinates are used.

If a call is originated or terminated via switched access, the distance is measured using the V&H coordinates associated with the rate centers of the originating or terminating station. If the call is originated or terminated via dedicated access, the distance is measured using the V&H coordinates associated with the originating or terminating POP of the underlying carrier.

The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

2.18 Determination of Airline Mileage

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between rate centers or POPs is determined by applying the formula below to the vertical and horizontal (V&H) coordinates associated with the rate centers involved. The Underlying Carrier uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in its NPA-NXX V & H Coordinates Tape and in NECA Tariff No. 4.

FORMULA:

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

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Issued: June 3, 1997

Effective July 7, 1997

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By Rocco Genova, President

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SECTION 2 - RULES AND REGULATIONS

2.19 Application of Charges

2.19.1 Outbound Services

The rates and charges for outbound Services apply to calls that originate and terminate in the State.

2.19.2 Inbound Services

The rates and charges for inbound Services apply to calls that originate and terminate in the State.

2.19.3 Travel Card Services

The travel card rates apply to calls that originate and terminate within the State. Services are available to Customers that subscribe to the Company's outbound long distance Service(s). The rate plan for the travel card will be the same as the Customer's outbound Service rate plan. Travel card service is sold as an add on to the Company's outbound Service. Initial and additional periods are one (1) minute or fraction thereof.

2.19.4 Directory Assistance Service

The directory assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 - CT - ACE.

By Rocco Genova, President

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SECTION 2 - RULES AND REGULATIONS

2.19 Application of Charges

2.19.5 All Usage-Sensitive Services

Calls are billed in various timing increments depending on the Service subscribed to by the Customer. Each Service has its own specific initial period and additional period. The length of the initial period and the additional period is shown in Section 3 of this Tariff. For all Services, fractions of a timing increment are rounded up to the next highest increment.

Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

2.20 Lost Or Stolen Travel Card or PIN

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's travel card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

2.21 Restoration of Service

The use and restoration of Service in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

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SECTION 2 - RULES AND REGULATIONS

2.22 Transfer or Assignment

After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and
- Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- New Customer's (assignee Customer) credit is approved by the Company; and
- The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of Service(s). These obligations include all outstanding indebtedness for the use of Service(s). Consent to such assignment or transfer will not be unreasonably withheld.

Any permitted assignment or transfer of Company' Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

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Issued: June 3, 1997

Effective July 7, 1997

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SECTION 2 - RULES AND REGULATIONS

2.23 Agreements, Proposals, and Warranties

2.23.1 The applicable terms, rates, and conditions specified in this Tariff, before or after subscription, constitute the only agreement between the parties with respect to Service(s) to which the Customer has subscribed, or desires to subscribe. Statements (whether written or oral) may have been made about the Service(s) specified in this Tariff. Such statements, however, do not constitute warranties, shall not be relied upon by the Customer, and are not part of the parties relationship. All prior agreements, proposals, representations, or understandings concerning the Service(s) are also deemed superseded upon the Customer's subscription. The applicable Tariff sections constitute the complete and exclusive expression of the parties' relationship. These Tariff provisions may only be modified by: (1) a subsequent Tariff filing; or (2) a written agreement, signed by an authorized Company representative, which identifies both the Tariff provisions being modified or superseded, if applicable, and the specific nature of the change.

2.23.2 All implied warranties, including the implied warranty of merchantability, are disclaimed. The Company does not warrant that the Service(s) are fit for the particular purpose of the Customer. The Company makes no warranties with respect to the Service(s) other than that the Service(s) will conform to the description contained in the Tariff. Further Company liability will be such as described in Section 2.3 of this Tariff.

2.24 Changes to Service Offerings

The Company reserves the right to add, change, or delete DUCs at any time.

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
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By Rocco Genova, President

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access

3.1.1 General

Unless otherwise stated in the Tariff, the method of provisioning a specific outbound Service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound Services are only available in equal access areas. The availability of each outbound Service is included in the description for that Service.

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access (continued)

3.1.2 DCR Banded

DCR Banded is an outbound only, mileage sensitive long distance pricing plan available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network. The Company's rate plans are offered based on the Customer's TU. Plan availability is as follows:

Plan	Minimum TU	Initial Period	Additional Period
1	\$10.00	1 Minute	1 Minute
2	\$100.00	1 Minute	1 Minute
3	\$200.00	1 Minute	1 Minute
4	\$300.00	1 Minute	1 Minute
5	\$10.00	1 Minute	1 Minute
6	\$100.00	1 Minute	1 Minute
7	\$200.00	1 Minute	1 Minute
8	\$300.00	1 Minute	1 Minute
9	\$10.00	1 Minute	1 Minute
10	\$100.00	1 Minute	1 Minute
11	\$200.00	1 Minute	1 Minute
12	\$300.00	1 Minute	1 Minute

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access

3.1.3 DCR Business Banded

DCR Business Banded is an outbound only, mileage sensitive long distance pricing plan available to Business Customers that utilize Switched Access to reach the long distance network. The Company's rate plans are offered based on the Customer's TU. Plan availability is as follows:

Plan	Minimum TU	Initial Period	Additional Period
13	\$50.00	1 Minute	1 Minute
14	\$100.00	1 Minute	1 Minute
15	\$250.00	1 Minute	1 Minute
16	\$500.00	1 Minute	1 Minute

3.1.4 DCR Residential Banded

DCR Residential Banded is an outbound only, mileage sensitive long distance pricing plan available to Residential Customers that utilize Switched Access to reach the long distance network. The Company's rate plans are offered based on the Customer's TU. Plan availability is as follows:

Plan	Minimum TU	Initial Period	Additional Period
17	\$50.00	1 Minute	1 Minute
18	\$100.00	1 Minute	1 Minute
19	\$250.00	1 Minute	1 Minute
20	\$500.00	1 Minute	1 Minute

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Issued: June 3, 1997

Effective July 7, 1997

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access (continued)

3.1.5 DCR Flat Rated

DCR Flat Rated is an outbound only, non-mileage sensitive long distance pricing plan available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network. The Company's rate plans are offered based on the Customer's TU. Plan availability is as follows:

Plan	Minimum TU	Initial Period	Additional Period
21	\$50.00	1 Minute	1 Minute
22	\$60.00	1 Minute	1 Minute
23	\$70.00	1 Minute	1 Minute
24	\$80.00	1 Minute	1 Minute
25	\$90.00	1 Minute	1 Minute
26	\$100.00	1 Minute	1 Minute
27	\$120.00	1 Minute	1 Minute
28	\$140.00	1 Minute	1 Minute
29	\$160.00	1 Minute	1 Minute
30	\$180.00	1 Minute	1 Minute
31	\$200.00	1 Minute	1 Minute
32	\$250.00	1 Minute	1 Minute

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access (continued)

3.1.6 Discount Call Rating

Discount Call Rating is an outbound only, long distance pricing plan. Service is available to Business Customers and Residential Customers that (1) utilize Switched Access to reach the long distance network and (2) meet the TU requirement shown in the table below.

Plan	Minimum TU	Initial Period	Additional Period
A	\$10.00	1 Minute	1 Minute
B	\$100.00	1 Minute	1 Minute
C	\$200.00	1 Minute	1 Minute
D	\$300.00	1 Minute	1 Minute

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

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SECTION 3 - DESCRIPTION OF SERVICES

3.2 Inbound Services

3.2.1 General

Inbound Services permit calls to be completed to the Customer's location without charge to the calling party. All inbound Services are interstate offerings, but the Customer has the option to use the Services to receive intrastate calls.

3.2.2 DCR 800/888

DCR 800/888 Service is an inbound only long distance pricing plan. Calls are originated from any point in the State on any type of access but are terminated via Switched Access lines to the Customer's location. DCR 800/888 permits calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten digit telephone number, (800/888) NXX-XXXX, which terminates at the Customer's location. DCR 800/888 is available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network of the DUC. The Company offers DCR Banded 800, DCR Business Banded 800, DCR Residential Banded 800, DCR Flat Rated 800, and Discount Call Rating 800. The availability of service, TU requirements, initial period, and additional periods are the same as Sections 3.1.2 through 3.1.5 of this Tariff.

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

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SECTION 3 - DESCRIPTION OF SERVICES

3.3 DCR Travel Card Services

3.3.1 General

Travel card Services enable the end user to originate a call from a touch tone telephone by dialing an 800 access number, a valid calling card number, and PIN. All travel card Services are interstate Services with the Customer having the option to use the Service to place intrastate calls.

3.3.2 DCR Travel Card

The DCR Travel Card is available to Business Customers and Residential Customers that subscribe to one of the Company's outbound Service offerings. The initial period is one (1) minute or fraction thereof and the additional period is each one (1) minute or fraction thereof.

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President



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SECTION 3 - DESCRIPTION OF SERVICES

3.4 Directory Assistance

3.4.1 General

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party located in another state.

3.4.2 Availability of Services

Intrastate Directory Assistance is available to any Customer that has access to the directory assistance bureau of the DUC.

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

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SECTION 3 - DESCRIPTION OF SERVICES

3.5 DCR Toll Protect Service

DCR Toll Protect Service is an optional Service offered to limit the Customer's financial losses incurred in the form of direct usage and all Service charges incurred against their account as a result of fraudulent access and use of the Customer's account by persons not physically located at the Customer's Premises. If an unauthorized user causes charges to be incurred to a DCR Toll Protect Service Customer in violation of legal and acceptable procedures as defined by state, federal, or local government law or is contrary to any rule set forth by the Federal Communications Commission, the Company will relieve all such financial responsibility after the provision of: (1) an incident report from a local, state, or federal law enforcement agency detailing the occurrence of such fraud and (2) the satisfaction of a \$100.00 deductible credit to be applied against all losses occurring as a result of each reported incident.

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

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SECTION 4 - PRICE LIST

4.1 Outbound Services

4.1.1 DCR Banded, DCR Business Banded, DCR Residential Banded, DCR Flat Rated  
Service Plans, and Discount Call Rating

	Rate Per Minute		
Rate Mileage	Day	Evening	Night
All	\$.2260	\$.2260	\$.2260

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

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SECTION 4 - PRICE LIST

4.2 Inbound Services

4.2.1 DCR 800/888

DCR Banded 800, DCR Business Banded 800, DCR Residential Banded 800, DCR  
Flat Rated 800, and Discount Call Rating 800

Rate Mileage	Rate Per Minute		
	Day	Evening	Night
All	\$.2260	\$.2260	\$.2260

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

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SECTION 4 - PRICE LIST

4.3 Travel Card Services

4.3.1 DCR Travel Card Service

The per minute rates are as follows:

Rate Plans	Rate Per Minute
1, 5, 9, 13, & 17	\$0.3000
2, 6, 10, 14, & 18	\$0.2500
3, 7, 11, 15, & 19	\$0.2800
4, 8, 12, 16, & 20	\$0.2700
21 - 27	\$0.2600
28 - 32	\$0.2500
Minimum Rate Pricing A	\$0.2500
Minimum Rate Pricing B	\$0.2500
Minimum Rate Pricing C	\$0.2500
Minimum Rate Pricing D	\$0.2500

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

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SECTION 4 - PRICE LIST

4.4 Directory Assistance Services

Direct dialed calls to directory assistance will be billed at \$1.00 per call.

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
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By Rocco Genova, President

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SECTION 4 - PRICE LIST

4.5 Miscellaneous Charges

4.5.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers Calling Cards and debit card calls, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.35 per call for all such traffic.

4.5.2 Return Check Charge

The Company will assess the Customer a return check charge of \$20.00 for any check that is returned for any reason by the financial institution on which it is drawn.

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Issued: June 3, 1997

Effective July 7, 1997

Issued under the authority of order of the Public Utilities Commission of Ohio  
in Case No. 97 - 611 -CT- ACE.

By Rocco Genova, President

**EXHIBIT B**

**REVISED PUCO NO. 1**



PUCO 1

Discount Call Rating, Inc.  
d/b/a Flat Rate Long Distance Inc.

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Issued: February 16, 1998

Effective: February 18, 1998

Case No. 98- -CT-ZCN

Issued by:

Rocco Genova, President

Discount Call Rating, Inc. d/b/a Flat Rate Long Distance Inc.

41 Watchung Plaza, Suite 106

Montclair, New Jersey 07042

Discount Call Rating, Inc. d/b/a Flat Rate Long Distance Inc.  
Montclair, New Jersey

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Effective February 18, 1998  
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CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

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

- R - To signify reduction
- I - To signify increase
- T - To signify a change in text or regulation but no change in rate
- M - To signify matter relocated without change
- N - To signify new rate or regulation
- D - To signify discontinued rate or regulation

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Issued: February 16, 1998

By Rocco Genova, President

Effective February 18, 1998  
Case No. 98- -CT-ZCN

## TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 Cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are six 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
- D. Check Page - When a filing is made with the Commission, an updated Check Page accompanies the filing. The Check Page lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

**Access Line:** An Access Line is a transmission line from either the LEC's or the DUC's Point-of-Presence (POP) to the Customer's Premise(s) used to transmit voice and data calls.

**Account Code:** An Account Code is a code consisting of two or more digits which is available to Customers to identify individual users and thereby allocate the cost of long distance Service.

**ANI:** ANI stands for Automatic Number Identification.

**Applicant:** Applicant is any entity or individual who applies for Service under this Tariff.

**Application for Service:** The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

**Authorization Code:** An Authorization Code is a code in numbers or letters employed to gain access to Service(s).

**Authorized User:** An Authorized User is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

**Business Customer:** A Business Customer is a Customer whose use of the Services is for a business, professional, institutional, or occupational purpose. Any Business Customer employee who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.



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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

**CAP:** CAP is an acronym for Competitive Access Provider.

**CLEC:** CLEC stands for Competitive Local Exchange Carrier

**Company:** Company refers to Discount Call Rating, Inc. d/b/a Flat Rate Long Distance Inc. T

**Commission:** Commission refers to the Public Utilities Commission.

**Customer:** A Customer is the person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group --and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Service after its account(s) are removed from Company's billing system, and subsequently continues to use Service, or (2) otherwise uses Service for which no other Customer is obligated to compensate the Company.

**Customer Premise(s) / Customer's Premise(s):** Customer Premise(s)/ Customer's Premise(s) locations are designated by a Customer where Service is originated/terminated.

**DUC:** DUC is an acronym for Designated Underlying Carrier.

**InterLATA Call:** An interLATA call is any call that originates in one LATA and terminates in a different LATA.

**IntraLATA Call:** An intraLATA call is any call that originates and terminates within the same LATA.

**IXC:** IXC stands for Interexchange Carrier.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

**LATA:** LATA is an acronym for Local Access Transport Area which is a geographic boundary, within which the LEC provides communications services.

**LEC:** LEC is an acronym for Local Exchange Carrier.

**NPA:** NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

**NXX:** NXX represents the first three digits of a Customer's telephone number.

**PIC:** PIC stands for Primary IXC.

**POP:** POP is an acronym for Point-of-Presence. A POP may be (a) the central office of the DUC; (b) a location where the LEC or CLEC hands off the traffic of the Company's Customers to the DUC; or (c) the location where the Customer's facility interconnects with the DUC.

**PUCO:** PUCO stands for Public Utilities Commission of Ohio.

**Rate Center:** A Rate Center is a specified geographical location used for determining mileage measurements.

**State:** State refers to the State of Ohio.

**Service:** Service consists of any telecommunications Service provided by the Company pursuant to this Tariff.

Discount Call Rating, Inc. d/b/a Flat Rate Long Distance Inc.  
Montclair, New Jersey

PUCO No. 1  
1st Revised Page 10  
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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

**Switched Access:** If the Customer's location has a transmission line that is switched through the LEC or CLEC to reach the network of the DUC, the access is switched.

**Switched Services(s):** Switched Services(s) are any Services that are described in this Tariff.

**Total Usage:** The Customer calculates Total Usage totaling the most recent month's interstate, intrastate, and international usage for all lines to be provisioned via a Service offered by the Company. For Customers with multiple locations, the usage for each location will be calculated individually. If the Customer's traffic volume varies significantly from month-to-month, the Customer may determine TU by averaging more than one month's bill.

**TU:** TU stands for Total Usage.

**Underlying Carrier:** Underlying Carrier refers to any interexchange carrier that provides long distance Services resold by the Company pursuant to this Tariff.

**V&H:** V&H stands for Vertical and Horizontal.

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Issued: February 16, 1998

By Rocco Genova, President

Effective February 18, 1998  
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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

This Tariff contains the description, regulations, and rates applicable to intrastate InterLATA and intrastate IntraLATA telecommunications Service offered by Discount Call Rating, Inc. d/b/a Flat Rate Long Distance Inc. with principal offices at 41 T Watchung Plaza, Suite 106, Montclair, New Jersey 07042. The Company's Services are provisioned via the DUC. The Company resells the Services of facilities-based carriers. The territory is all counties within Ohio.

2.2 Limitations Of Services

2.2.1 Services are offered subject to the availability of facilities and/or equipment from the DUC, the Company's ability to provision the order at the time the Applicant or Customer orders Service, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available.

2.2.2 The Company reserves the right to discontinue offering Services without liability, or to limit the use of Services when necessitated by conditions beyond the Company's control, or when the Customer is using Services in violation of the law or of the provisions of this Tariff.

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Issued: February 16, 1998

By Rocco Genova, President

Effective February 18, 1998  
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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (continued)

- 2.2.3 Prior written permission from the Company and approval pursuant to Paragraph 2.14 are required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees.
- 2.2.4 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty four (24) hours per day.
- 2.2.5 Service will be provided until canceled by the Customer on not less than thirty (30) days' written or verbal notice.
- 2.2.6 Customer will not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.
- 2.2.7 The Customer may not use Services provided under this Tariff for any unlawful purpose.
- 2.2.8 Any Applicant or Customer is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment.
- 2.2.9 The Company, when acting at the Customer's request and, as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, route diversity, alternate access, or circuit conditioning.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (continued)

2.2.10 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services. Abuse or fraudulent use of Services includes, but is not limited to:

- Use of Services to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; or
- Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components of the Company or of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge(s) for such Services; or
- Use of the Service of the Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; or
- Use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.

2.2.11 All services are interstate offerings, but the Customer has the option to use the services to place intrastate calls. Intrastate service is only available if the Customer subscribes to the Company's comparable interstate service offering.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (continued)

2.2.12 The Company will accept a Customer's or Applicant's request for a particular 800/888 telephone number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the 800/888 number will be made prior to the initiation of Service to the Customer. Assignment of the 800/888 telephone number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active 800/888 number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer an 800/888 number to another person, the Company may refuse to establish Service. If the Company learns that a Customer is attempting to sell, barter, trade, or otherwise transfer an 800/888 number to another person, the Company may, upon written notice, discontinue Service. If a Customer's 800/888 telephone number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the 800/888 number, the Company, may upon written notice, discontinue Service.

2.2.13 The availability of 800 numbers from the Company is limited by the Company's ability to obtain 800 numbers from the DUC.

2.2.14 If a Customer accumulates past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800 service to another carrier(e.g. "porting" of the 800 number), including a request for a Responsible Organization (Resp. Org.) change, until such time as all charges are paid in full and all disputes, if any, resolved.

2.2.15 The Company reserves the right to refuse to process calls when the Authorization Code or PIN cannot be validated.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company

2.3.1 Conditions under which the Company may, without notice, refuse or terminate Service without liability include but are not limited to:

- (A) Applicant or Customer provides the Company insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or
- (B) Applicant or Customer provides false information or refuses to provide information to the Company regarding their identity, address, or credit-worthiness; or
- (N) If the Customer refuses to furnish information to the Company regarding its past or current use of common carrier communication Services or its planned use of Service(s); or
- (D) Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or
- (E) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or
- (F) The Company deems such refusal or termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or
- (G) Customer's misuse of the DUC's network; or



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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company (continued)

2.3.1 (continued)

- (H) Customer's use of the DUC's network for any fraudulent, unlawful, or criminal purpose; or
- (I) Customer has suspected unauthorized or fraudulent use of Service; or
- (J) Customer's use of Service adversely affects the Service to other Customers;  
or
- (K) Customer is using the Service for purposes other than those described in this Tariff; or
- (L) If Customer refuses to allow Company reasonable access to the Customer's facilities to provision Service(s); or
- (M) In the event that the Company or the DUC learn of possible fraudulent use of any of the Company's travel card Services, the Company will make an effort to contact the Customer, but Service may be terminated or blocked without notice and without liability to the Company.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

- 2.3.2 Conditions under which the Company may, with five (5) business days notice, refuse or terminate service without liability include, but are not limited to:

Nonpayment of any sum due for telephone service provided hereunder, where Customer's charges remain unpaid more than five (5) days following notice of nonpayment from the Company. Notice will be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address; or

- 2.3.3 In the event of emergency or threatened or actual disruption of Service to other Customers, the Company may temporarily restrict Service without notice and without incurring liability.

- 2.3.4 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service(s) or facilities or equipment associated with such Service(s).

- 2.3.5 No agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be agents or employees of the Company without written authorization.

- 2.3.6 The Company is not liable for any damages the Customer may incur as a result of the unlawful use or use by an unauthorized person of the Service(s).

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.7 The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of Services when such defacement or damage is not the result of the Company's negligence. The Customer will indemnify and hold harmless the Company from any claim of the owner of the Customer's premises or other third party claims for such damages.

2.3.8 This Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

- 2.3.9 The Company's liability will be limited to that expressly assumed in Paragraph 2.3 hereof. The Company will not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any Services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.
- 2.3.10 The Company may rely on LECs or other third parties for the performance of Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder will not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.11 Where the Company's 800 Service(s) is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's Service order, or the Customer is provided with a number or numbers other than the one(s) committed by the Company to the Customer, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.12 The Company will be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted via Services(s); or
- (B) Violation by Customer of any other literary, intellectual, artistic, dramatic, musical right, or other content transmitted by the Company; or
- (C) Violations by Customer of the right to privacy; or
- (D) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer; or
- (E) Claims related to lost or stolen travel cards, except as described herein; or
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof; or
- (G) All other claims arising out of any act or omission of the Customer in connection with Services provided by the Company; or

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.12 (continued)

- (H) All loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment where such Installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence or willful action; or
- (I) Defacement of, or damage to, the premises of a Customer resulting from the furnishing, Installation, and/or removal of Channel facilities or the attachment of instruments, equipment, and associated wiring on or from the Customer's Premises; or
- (J) Claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

- 2.3.13 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties will not result in the imposition of any liability whatsoever upon the Company, and Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.3.14 In the event parties other than Customer (e.g., Customer's customers) will have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.
- 2.3.15 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer will not constitute the permanent waiver of any term or condition herein. Each of the provisions will remain at all time in full force and effect until modified in writing.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.16 The Company is not liable for:

- (A) Damages caused by the negligence or willful misconduct of the Customer;  
or
- (B) Any failure to provide or maintain Services under this Tariff due to  
circumstances beyond the Company's reasonable control; or
- (C) Any other direct, indirect, consequential, special, actual, or punitive  
damages, or for any lost profits of any kind or nature whatsoever arising out  
of any furnishing of, or interruption in, Services provided hereunder, absent  
a determination of willful misconduct by the Company through judicial or  
administrative proceedings; or
- (D) Any special or consequential damages or any lost profits of any kind or  
nature arising out of the furnishing of or interruption in Services contained  
in this Tariff; or
- (E) The use or abuse of any Service described herein by any party including,  
but not limited to, the Customer's employees or members of the public.  
"Use or abuse" includes, but is not limited to, any calls placed by means of  
PBX-reorigination or any other legal or illegal equipment, Service, or  
device. In the case of 800 Service, this also applies to third parties who  
dial the Customer's 800 number by mistake; or
- (F) Compensation for any injury the Customer may suffer due to the fault of  
parties other than the Company must be sought from such other parties; or



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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.16 The Company is not liable for: (continued)

- (G) Any action, such as blocking, discontinuing, or interrupting Service(s) by the Company of all traffic or traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff in order to control fraud or non-payment. Service will be Restored as soon as it can be provided without undue risk and only after accounts have been brought current.

The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.

- 2.3.17 The Company will make no refund of overpayment by a Customer unless the claim for such overpayment, together with appropriate evidence is submitted within two years of the date of the alleged overpayment.

- 2.3.18 With respect to the Switched Services contained herein and except as otherwise provided herein, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional acts of the Customer will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing Service hereunder occurs, except in cases of willful misconduct by the Company.

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Issued: February 16, 1998

By Rocco Genova, President

Effective February 18, 1998  
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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.19 The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to:

- Unavoidable interruption in the working of transmission facilities including but not limited to fire, explosion, vandalism, cable cut, or other similar occurrence; or
- Natural disasters such as storms, fire, flood, or other catastrophes; or
- Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, unlawful acts of individuals including acts of the Company's agents, contractors, and employees if committed beyond the scope of their employment, or preemption of existing Services to Restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's rules and regulations; or
- Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

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Issued: February 16, 1998

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Effective February 18, 1998  
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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

- 2.4.1 The Services offered herein may be used for any lawful purpose, including business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the DUC or others.
- 2.4.2 Service furnished by the Company will not be used for any unlawful or fraudulent purposes as defined in this Tariff.
- 2.4.3 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC not the Company.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following:

- (A) One joint user or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or Authorized Users in the application for Service. Service orders which involve the start, rearrangement, or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.
- (B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User will be liable to the Company for all charges incurred as a result of its use of Service(s). Each joint or Authorized User must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer will be responsible for allocating charges to each joint user or Authorized User.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

- 2.4.5 A Customer of 800 Service(s) will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage.
- 2.4.6 If a Customer of 800 Service(s) is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company will give the Customer ten (10) days' written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.
- 2.4.7 The Company may require a Customer requesting 800 Service to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.
- 2.4.8 Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code, 800/888 number issued by the Company to its Customers.
- 2.4.9 If within ninety (90) days of activation, a Customer's 800 number is not used actually and substantially, the Company reserves the right to recover 800/888 Service, upon written notice, and/or make the 800/888 number unavailable for use. Test calling does not constitute use.
- 2.4.10 The Company in conjunction with its Responsible Organization (Resp. Org.) will reserve, assign, activate, or change 800/888 numbers for a Customer and will administer 800/888 numbers in accordance with customary industry standards and practices, and the terms of this Tariff and effective procedures of the 800 Service Management System.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.2 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. A Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. In the event taxes are erroneously paid the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

2.5.3 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within one (1) year after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.4 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.5 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Paragraph 2.3 and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.
- 2.5.6 The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), terminated on the Customer's 800 number, billed to the Customer's travel card or authorization code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.
- 2.5.7 The discontinuance of Service(s) by the Company pursuant to Paragraphs 2.3.1 does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

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SECTION 2 - RULES AND REGULATIONS

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2.5 Obligations of the Customer (continued)

2.5.8 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the network of the DUC do not damage equipment, injure personnel, or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.

2.5.9 The Customer will be liable for:

- (A) Reimbursing the Company for all loss as a result of theft, fire, flood or other catastrophes of Company or DUC provided equipment or facilities on the Customer's Premises; and
- (B) Reimbursing the Company for damages to facilities or equipment caused by the negligence or wilful acts of the Customer's officers, employees, agents, or contractors.

2.5.10 For Customers signing a Company term agreement, the Customer agrees to maintain a minimum monthly usage volume equal to or greater than 50 percent of the volume of long distance minutes established by the Customer during the first full quarter of Customer participation under this plan. The Company reserves the right to declare the Customer terminated from the term agreement in the event that the Customer fails to maintain the volume stated above and early termination penalties will apply.

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SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service

2.6.1 Application for Service

To obtain Service, the Company requires the Customer to complete an application for service which includes the letter of agency or other authorization it deems appropriate.

2.6.2 Establishment of Credit

(A) Applicant

The Company reserves the right to examine the credit record and check the references of all Applicants and Customers. The Company may examine the credit profile/record of any Applicant prior to accepting the Service order. These will not in themselves obligate the Company to provide Services or to continue to provide Services, if a later check of Applicant's credit record is, in the opinion of the Company, contrary to the best interests of the Company.

(B) Customer

If the conditions of Services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

2.6.3 Deposits

The Company does not collect deposits for services in this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.7 Rendering and Payment of Bill

2.7.1 General

Bills are sent to the Customer's billing address as shown on their account no later than forty five (45) days following the close of billing. The billing period is a month. Payments will be made directly to the address indicated on the bill. Charges may be assessed for unbilled traffic for up to two years in arrears.

2.7.2 Due Date

The due date will be disclosed on the bill. Payment in full is due within twenty-two (22) days from the invoice date.

2.7.3 Late Charge

If a Customer's bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount. If LEC billing is utilized, the rules and regulations applying to rendering and payment of bill and late charges are the same as covered in the applicable LEC tariff.

2.7.4 Billing Disputes

Billing disputes are handled by the Company's customer service organization. See Section 2.8. of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.8 Customer Service

2.8.1 General

The Company's name and toll-free number appear on the bill. Customer Service may be contacted in writing at 41 Watchung Plaza, Suite 106, Montclair, New Jersey 07042. Customers may also contact Customer Service by dialing toll-free (800) 789-3443 or FAX (800) 613-4261. Customer Service representatives are available from 9 a.m. to 9 p.m. business days for normal billing and service questions. The 800/888 number is printed on the Customer's bill.

2.8.2 Billing Inquiries

Billing inquiries may be referred to the Company's customer service organization as indicated in Paragraph 2.8.1 above. If the Customer is not satisfied with the resolution of a bill dispute, the Customer may contact the Commission for resolution of the dispute.

2.8.3 Service Difficulties

Service difficulties may be referred to the Company's customer service organization, as indicated in Paragraph 2.8.1 above.

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SECTION 2 - RULES AND REGULATIONS

2.9 Cancellation of Service By Customer

A Customer may cancel Service by giving written or verbal notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Section 2.8.1 of this tariff. The Company requires such notification to protect the Customer from unauthorized account transfer or "slamming". If the Company is not notified accordingly, the Company may reinstate Customer's account by implementation of its automatic provisioning system. The Company will confirm all cancellations within five (5) business days. Additionally, in the event that the automatic polling system determines the Customer is no longer receiving Service, the Customer may be reinstated and a written reinstatement notice will be sent to the Customer within five (5) business days.

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SECTION 2 - RULES AND REGULATIONS

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2.10 Termination of Service By Company

2.10.1 Notice of Service Termination

Every effort will be made to provide a Customer five (5) business days written notice of termination of Service. However, under certain circumstances including but not limited to emergency or threatened or actual disruption of Service to other Customers, the Company may terminate Service without notice. See Section 2.3 for conditions whereby the Company may refuse or terminate Service without incurring liability.

2.10.2 Non-Payment

Service will not be terminated if the Company receives payment prior to the termination date listed on the termination notice or if the Company and the Customer have entered into a payment arrangement.

2.10.3 Charges Owed

The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.

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SECTION 2 - RULES AND REGULATIONS

2.11 Interruption of Service

2.11.1 General

It is the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

2.11.2 All Services

Credit allowances for the interruption of usage-sensitive Services will be limited to the applicable initial period charge for the call interrupted, subject to the limitation of liability provision set forth in Section 2.3.18 of this Tariff.

2.11.3 Monthly Recurring Charges

No credit for monthly recurring charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

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SECTION 2 - RULES AND REGULATIONS

2.12 Taxes

In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for Service(s). All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

In order to be granted tax exempt status, the Customer must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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SECTION 2 - RULES AND REGULATIONS

2.13 Holiday Rates

Holiday rates do not apply to the Company's services.

2.14 Timing of Calls

2.14.1 On direct dialed calls, chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined on standard industry answer detection methods, including hardware and software answer detection.

2.13.2 Chargeable times ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released by the automatic timing equipment in the telecommunications network.

2.15 Determining Rate In Effect

2.15.1 For outbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For inbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect. Time-of-day will be determined in accordance with Section 2.16 of this Tariff.

2.15.2 When call duration is split between two rate periods, the rate in effect at the origination of the call applies to the entire duration of the call.



SECTION 2 - RULES AND REGULATIONS

2.16 Rate Period

Different rates may be applicable to a call at a different time of the day and on certain days of the week as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

Rate Period	Times Applicable		Days Applicable
	From	To But Not Including	
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

The Peak Rate Period is the same as the day rate period above. The Off-Peak Rate Period is all other times.

Issued: February 16, 1998

By Rocco Genova, President

Effective February 18, 1998  
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## SECTION 2 - RULES AND REGULATIONS

### 2.17 Mileage Measurements

Each rate center or POP has a unique set of assigned vertical and horizontal (V&H) coordinates which are used by the Underlying Carrier for calculating mileage. Calculation of mileage is in accordance with the V&H coordinate system.

The distance is measured using the V&H coordinates associated with either the rate centers of the originating and terminating stations or the V&H coordinates associated with the originating and terminating POP of the underlying carrier. The type of access determines which V&H coordinates are used.

If a call is originated or terminated via switched access, the distance is measured using the V&H coordinates associated with the rate centers of the originating or terminating station. If the call is originated or terminated via dedicated access, the distance is measured using the V&H coordinates associated with the originating or terminating POP of the underlying carrier.

The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

### 2.18 Determination of Airline Mileage

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between rate centers or POPs is determined by applying the formula below to the vertical and horizontal (V&H) coordinates associated with the rate centers involved. The Underlying Carrier uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in its NPA-NXX V & H Coordinates Tape and in NECA Tariff No. 4.

FORMULA:

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

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SECTION 2 - RULES AND REGULATIONS

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2.19 Application of Charges

2.19.1 Outbound Services

The rates and charges for outbound Services apply to calls that originate and terminate in the State.

2.19.2 Inbound Services

The rates and charges for inbound Services apply to calls that originate and terminate in the State.

2.19.3 Travel Card Services

The travel card rates apply to calls that originate and terminate within the State. Services are available to Customers that subscribe to the Company's outbound long distance Service(s). The rate plan for the travel card will be the same as the Customer's outbound Service rate plan. Travel card service is sold as an add on to the Company's outbound Service. Initial and additional periods are one (1) minute or fraction thereof.

2.19.4 Directory Assistance Service

The directory assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

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SECTION 2 - RULES AND REGULATIONS

2.19 Application of Charges

2.19.5 All Usage-Sensitive Services

Calls are billed in various timing increments depending on the Service subscribed to by the Customer. Each Service has its own specific initial period and additional period. The length of the initial period and the additional period is shown in Section 3 of this Tariff. For all Services, fractions of a timing increment are rounded up to the next highest increment.

Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

2.20 Lost Or Stolen Travel Card or PIN

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's travel card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

2.21 Restoration of Service

The use and restoration of Service in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS

2.22 Transfer or Assignment

After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and
- Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- New Customer's (assignee Customer) credit is approved by the Company; and
- The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of Service(s). These obligations include all outstanding indebtedness for the use of Service(s). Consent to such assignment or transfer will not be unreasonably withheld.

Any permitted assignment or transfer of Company' Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

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SECTION 2 - RULES AND REGULATIONS

2.23 Agreements, Proposals, and Warranties

2.23.1 The applicable terms, rates, and conditions specified in this Tariff, before or after subscription, constitute the only agreement between the parties with respect to Service(s) to which the Customer has subscribed, or desires to subscribe. Statements (whether written or oral) may have been made about the Service(s) specified in this Tariff. Such statements, however, do not constitute warranties, shall not be relied upon by the Customer, and are not part of the parties relationship. All prior agreements, proposals, representations, or understandings concerning the Service(s) are also deemed superseded upon the Customer's subscription. The applicable Tariff sections constitute the complete and exclusive expression of the parties' relationship. These Tariff provisions may only be modified by: (1) a subsequent Tariff filing; or (2) a written agreement, signed by an authorized Company representative, which identifies both the Tariff provisions being modified or superseded, if applicable, and the specific nature of the change.

2.23.2 All implied warranties, including the implied warranty of merchantability, are disclaimed. The Company does not warrant that the Service(s) are fit for the particular purpose of the Customer. The Company makes no warranties with respect to the Service(s) other than that the Service(s) will conform to the description contained in the Tariff. Further Company liability will be such as described in Section 2.3 of this Tariff.

2.24 Changes to Service Offerings

The Company reserves the right to add, change, or delete DUCs at any time.

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Montclair, New Jersey

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.1 Outbound Services - Switched Access

##### 3.1.1 General

Unless otherwise stated in the Tariff, the method of provisioning a specific outbound Service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound Services are only available in equal access areas. The availability of each outbound Service is included in the description for that Service.

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Issued: February 16, 1998

By Rocco Genova, President

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access (continued)

3.1.2 DCR Banded

DCR Banded is an outbound only, mileage sensitive long distance pricing plan available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network. The Company's rate plans are offered based on the Customer's TU. Plan availability is as follows:

Plan	Minimum TU	Initial Period	Additional Period
1	\$10.00	1 Minute	1 Minute
2	\$100.00	1 Minute	1 Minute
3	\$200.00	1 Minute	1 Minute
4	\$300.00	1 Minute	1 Minute
5	\$10.00	1 Minute	1 Minute
6	\$100.00	1 Minute	1 Minute
7	\$200.00	1 Minute	1 Minute
8	\$300.00	1 Minute	1 Minute
9	\$10.00	1 Minute	1 Minute
10	\$100.00	1 Minute	1 Minute
11	\$200.00	1 Minute	1 Minute
12	\$300.00	1 Minute	1 Minute

Issued: February 16, 1998

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access

3.1.3 DCR Business Banded

DCR Business Banded is an outbound only, mileage sensitive long distance pricing plan available to Business Customers that utilize Switched Access to reach the long distance network. The Company's rate plans are offered based on the Customer's TU. Plan availability is as follows:

Plan	Minimum TU	Initial Period	Additional Period
13	\$50.00	1 Minute	1 Minute
14	\$100.00	1 Minute	1 Minute
15	\$250.00	1 Minute	1 Minute
16	\$500.00	1 Minute	1 Minute

3.1.4 DCR Residential Banded

DCR Residential Banded is an outbound only, mileage sensitive long distance pricing plan available to Residential Customers that utilize Switched Access to reach the long distance network. The Company's rate plans are offered based on the Customer's TU. Plan availability is as follows:

Plan	Minimum TU	Initial Period	Additional Period
17	\$50.00	1 Minute	1 Minute
18	\$100.00	1 Minute	1 Minute
19	\$250.00	1 Minute	1 Minute
20	\$500.00	1 Minute	1 Minute

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access (continued)

3.1.5 DCR Flat Rated

DCR Flat Rated is an outbound only, non-mileage sensitive long distance pricing plan available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network. The Company's rate plans are offered based on the Customer's TU. Plan availability is as follows:

Plan	Minimum TU	Initial Period	Additional Period
21	\$50.00	1 Minute	1 Minute
22	\$60.00	1 Minute	1 Minute
23	\$70.00	1 Minute	1 Minute
24	\$80.00	1 Minute	1 Minute
25	\$90.00	1 Minute	1 Minute
26	\$100.00	1 Minute	1 Minute
27	\$120.00	1 Minute	1 Minute
28	\$140.00	1 Minute	1 Minute
29	\$160.00	1 Minute	1 Minute
30	\$180.00	1 Minute	1 Minute
31	\$200.00	1 Minute	1 Minute
32	\$250.00	1 Minute	1 Minute

Issued: February 16, 1998

By Rocco Genova, President

Effective February 18, 1998  
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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access (continued)

3.1.6 Discount Call Rating

Discount Call Rating is an outbound only, long distance pricing plan. Service is available to Business Customers and Residential Customers that (1) utilize Switched Access to reach the long distance network and (2) meet the TU requirement shown in the table below.

Plan	Minimum TU	Initial Period	Additional Period
A	\$10.00	1 Minute	1 Minute
B	\$100.00	1 Minute	1 Minute
C	\$200.00	1 Minute	1 Minute
D	\$300.00	1 Minute	1 Minute

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SECTION 3 - DESCRIPTION OF SERVICES

3.2 Inbound Services

3.2.1 General

Inbound Services permit calls to be completed to the Customer's location without charge to the calling party. All inbound Services are interstate offerings, but the Customer has the option to use the Services to receive intrastate calls.

3.2.2 DCR 800/888

DCR 800/888 Service is an inbound only long distance pricing plan. Calls are originated from any point in the State on any type of access but are terminated via Switched Access lines to the Customer's location. DCR 800/888 permits calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten digit telephone number, (800/888) NXX-XXXX, which terminates at the Customer's location. DCR 800/888 is available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network of the DUC. The Company offers DCR Banded 800, DCR Business Banded 800, DCR Residential Banded 800, DCR Flat Rated 800, and Discount Call Rating 800. The availability of service, TU requirements, initial period, and additional periods are the same as Sections 3.1.2 through 3.1.5 of this Tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.3 DCR Travel Card Services

3.3.1 General

Travel card Services enable the end user to originate a call from a touch tone telephone by dialing an 800 access number, a valid calling card number, and PIN. All travel card Services are interstate Services with the Customer having the option to use the Service to place intrastate calls.

3.3.2 DCR Travel Card

The DCR Travel Card is available to Business Customers and Residential Customers that subscribe to one of the Company's outbound Service offerings. The initial period is one (1) minute or fraction thereof and the additional period is each one (1) minute or fraction thereof.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.4 Directory Assistance

##### 3.4.1 General

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party located in another state.

##### 3.4.2 Availability of Services

Intrastate Directory Assistance is available to any Customer that has access to the directory assistance bureau of the DUC.

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Issued: February 16, 1998

By Rocco Genova, President

Effective February 18, 1998  
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SECTION 3 - DESCRIPTION OF SERVICES

3.5 DCR Toll Protect Service

DCR Toll Protect Service is an optional Service offered to limit the Customer's financial losses incurred in the form of direct usage and all Service charges incurred against their account as a result of fraudulent access and use of the Customer's account by persons not physically located at the Customer's Premises. If an unauthorized user causes charges to be incurred to a DCR Toll Protect Service Customer in violation of legal and acceptable procedures as defined by state, federal, or local government law or is contrary to any rule set forth by the Federal Communications Commission, the Company will relieve all such financial responsibility after the provision of: (1) an incident report from a local, state, or federal law enforcement agency detailing the occurrence of such fraud and (2) the satisfaction of a \$100.00 deductible credit to be applied against all losses occurring as a result of each reported incident.

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SECTION 4 - PRICE LIST

4.1 Outbound Services

4.1.1 DCR Banded, DCR Business Banded, DCR Residential Banded, DCR Flat Rated  
Service Plans, and Discount Call Rating

Rate Mileage	Rate Per Minute		
	Day	Evening	Night
All	\$.2260	\$.2260	\$.2260

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SECTION 4 - PRICE LIST

4.2 Inbound Services

4.2.1 DCR 800/888

DCR Banded 800, DCR Business Banded 800, DCR Residential Banded 800, DCR  
Flat Rated 800, and Discount Call Rating 800

Rate Mileage	Rate Per Minute		
	Day	Evening	Night
All	\$.2260	\$.2260	\$.2260

Issued: February 16, 1998

By Rocco Genova, President

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SECTION 4 - PRICE LIST

4.3 Travel Card Services

4.3.1 DCR Travel Card Service

The per minute rates are as follows:

Rate Plans	Rate Per Minute
1, 5, 9, 13, & 17	\$0.3000
2, 6, 10, 14, & 18	\$0.2500
3, 7, 11, 15, & 19	\$0.2800
4, 8, 12, 16, & 20	\$0.2700
21 - 27	\$0.2600
28 - 32	\$0.2500
Minimum Rate Pricing A	\$0.2500
Minimum Rate Pricing B	\$0.2500
Minimum Rate Pricing C	\$0.2500
Minimum Rate Pricing D	\$0.2500

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SECTION 4 - PRICE LIST

4.4 Directory Assistance Services

Direct dialed calls to directory assistance will be billed at \$1.00 per call.

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Issued: February 16, 1998

By Rocco Genova, President

Effective February 18, 1998  
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SECTION 4 - PRICE LIST

4.5 Miscellaneous Charges

4.5.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers Calling Cards and debit card calls, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.35 per call for all such traffic.

4.5.2 Return Check Charge

The Company will assess the Customer a return check charge of \$20.00 for any check that is returned for any reason by the financial institution on which it is drawn.

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Issued: February 16, 1998

By Rocco Genova, President

Effective February 18, 1998  
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## **EXHIBIT C**

### **STATEMENT EXPLAINING RATIONAL FOR PROPOSAL**

On August 8, 1997, Case No. 97-611-CT-ACE was automatically approved. The Commission granted Discount Call Rating, Inc. a Certificate of Public Convenience and Necessity to provide competitive telecommunications services in the State of Ohio. The certificate was issued under the name Discount Call Rating, Inc. DCR will be operating as Discount Call Rating, Inc. d/b/a Flat Rate Long Distance Inc. The purpose of this tariff filing is to add d/b/a Flat Rate Long Distance Inc. to the tariff. Therefore, DCR requests that a new certificate be issued reflecting d/b/a Flat Rate Long Distance, Inc.

**EXHIBIT D**

**LIST OF OHIO COUNTIES**

**SPECIFICALLY INVOLVED OR AFFECTED**

All

**EXHIBIT E**

**OHIO SECRETARY OF STATE**

**FICTITIOUS NAME APPROVAL**



# The State of Ohio

Bob Taft

Secretary of State

RN242883

## Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous

Filings; that said records show the filing and recording of: RNO

of:

FLAT RATE LONG DISTANCE INC.

APPLICANT/ASSIGNEE: DISCOUNT CALL RATING, INC.  
ADDRESS: 41 WATCHUNG PLZ STE 106  
MONTCLAIR NJ 07042

STATE OF INCORP: NJ

DATE OF 1ST USE: 09/10/1997  
EXPIRATION DATE: 12/17/2002

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

Recorded on Roll 6144 at Frame 1515 of  
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at

Columbus, Ohio, this 17TH day of DEC ,

A.D. 19 97 .



*Bob Taft*  
Bob Taft  
Secretary of State





Prescribed by  
BOB TAFT, Secretary of State  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43268-0418  
Form RNO (December 1990)

Approved	<u>KJ</u>
Date	<u>12/17/97</u>
Fee	\$20.00

06104-1515

97121770001

## TRADE NAME REGISTRATION

1. The exact Trade Name being registered is Flat Rate Long Distance Inc.

(SEE INSTRUCTION # 1 ON REVERSE)

2. The registrant is: (check appropriate box)

- ☐ an individual  
☐ a General Partnership  
☐ a Limited Partnership; County in OHIO  
where certificate or application of limited  
partnership is filed is \_\_\_\_\_

- ☐ an Ohio corporation, charter no. \_\_\_\_\_  
☒ a foreign corporation incorporated in the  
state of New Jersey  
holding Ohio license no. FL977345  
(SEE INSTRUCTION # 2 ON REVERSE)  
☐ an unincorporated association

3. The name of the registrant designated in item 2 is: Discount Call Rating, Inc.

NOTE: Where the registrant is a partnership, the name of the partnership must appear on this line.

4. The business address of the registrant is: 41 Watchung Plaza, Suite 106

(Street Address)

Montclair

Essex

County, NJ

07042

(City, Village or Township)

(State)

(Zip Code)

NOTE: P.O. Box addresses are not acceptable for cities with populations over 2,000.

5. Complete only if registrant is a partnership:  
NAMES OF ALL GENERAL PARTNERS

COMPLETE RESIDENCE ADDRESS

6. The nature of business conducted by the registrant under the trade name is:

Long distance telecommunication services.

7. The registrant has been using this trade name since: 9 / 10 / 97  
(SEE INSTRUCTION # 3 ON REVERSE)  
month / day / year

This document is signed by a corporate officer, general partner, association member or officer, or the individual registrant.

By: Rocco Genova

Rocco Genova, President