

NOW Communications, Inc.

PUCO Tariff 2
Original Sheet 1

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FILE

INTEREXCHANGE SERVICE
NOW COMMUNICATIONS, INC.

PUCO

REGULATIONS AND SCHEDULE OF INTEREXCHANGE
SERVICETRF NO. ⁹⁰~~96~~-9225-TP-TRF

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TITLE SHEET

OHIO TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold interexchange long distance services furnished by NOW Communications, Inc, with principal offices at 2000 Newpoint Place, N.W., Suite 900, Lawrenceville, GA 30043. This tariff applies for services furnished within the State of Ohio. This tariff is on file with the Ohio Public Utilities Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

ISSUE DATE: June 6, 2002

EFFECTIVE DATE: July 16, 2002

Larry W. Seab, Sr. President and CEO
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Lawrenceville, GA 30043

Issued Under the Authority of the PUCO in Case No. 02-1360-CT-ACE
TRF Case No. 96-9225-TP-TRF

CHECK SHEET

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

SHEET	REVISION
1	Original
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* New or Revised Sheet

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TARIFF FORMAT

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

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

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

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

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file at the Commission.

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SYMBOLS

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

- (C) to signify changed conditions or regulations
- (D) to signify a deletion or discontinued material
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

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

Application for Service – A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the communication service as required.

Authorized User – A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Commission – Used throughout this tariff to mean the Public Utilities Commission of Ohio.

Company – NOW Communications, Inc. unless specifically stated otherwise.

Customer – The person, firm, corporation or other legal entity which orders or uses services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

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

Delinquent Account or Delinquency – An account for which a bill has not been paid in full on or before the last day for timely payment.

Disconnection – The disabling of circuitry preventing outgoing and incoming toll communication service provided by the Company

Due Date – The last day for payment without unpaid amounts being subject to a late payment charge.

End User – The person using the Company's service who is ultimately responsible for payment for these services.

Interexchange Carrier – A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to

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how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Premises – The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

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

Terminal Equipment – All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wirings, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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

1.2 Abbreviations

IXC	Interexchange Carrier
LATA	Local Areas Transport Area
LEC	Local Exchange Carrier
MTS	Message Toll Service
MTSS	Minimum Telephone Service Standards
PBX	Private Branch Exchange
V&H	Vertical and Horizontal

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SECTION 2 – RULES AND REGULATIONS

2.1 Provision of Service

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate long distance telecommunications services provided by the Company for telecommunications between points within the State of Ohio. All terms and conditions of this tariff will comply with Ohio Minimum Telephone Service Standards (MTSS). Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with the Commission's rules. The Company shall furnish intrastate long distance service to residential and business customers twenty-four hours a day, seven day a week. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company will offer service to all customers who desire to purchase service from the Company consistent with all of the terms and conditions of the tariff. A Customer interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent in order to obtain access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges resulting from the service agreement.
- 2.1.2 The Company reserves the right to discontinue furnishing service upon written notice, when required by conditions beyond its control or when the customer is using service in violation of the provisions of this tariff or in violation of the law.
- 2.1.3 Title to any equipment provided by the Company under these regulations remain with the Company. Prior to any assignment or transfer of the equipment, the Company's written consent is required and all regulations and conditions contained in this tariff shall apply to the assignee or transferor.
- 2.1.4 The Company is a resale common carrier providing intrastate long distance message toll telecommunications services to customers for their direct transmission and reception of voice, and other types of communications.
- 2.1.5 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services.

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- 2.1.6 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

2.2 Use of Service

- 2.2.1 The Company's services may not be used for any unlawful purpose.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or by attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use 24 hours per day, 7 days per week.
- 2.2.5 Service is provided on a monthly basis (30) days, unless otherwise stated in a customer service agreement.
- 2.2.6 The Company's services may be denied for nonpayment in accordance with the MTSS or for any tariff violation in accordance with the procedures set forth in the MTSS.
- 2.2.7 The Customer shall immediately notify the Company of any unauthorized use of service.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade names or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.2 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the company.

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- 2.3.3 Unless caused by the negligence or willful misconduct of the company, its liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected.
- 2.3.4 Unless caused by the negligence or willful misconduct of the Company, it shall not be liable for any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer.
- 2.3.5 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reasons whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.6 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.4 Responsibilities of the Customer
- 2.4.1 The Customer is responsible for placing any necessary orders and complying with this Tariff. The Customer is also responsible for the payment of all charges for services provided under this tariff and for assuring its users comply with all regulations governing the service.
- 2.4.2 The Customer is responsible for paying all charges incurred for special construction and/or special facilities, which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must make available any equipment space, supporting structure, conduit and electrical power without charge to the Company.

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- 2.4.4 The Customer is responsible for arranging access to his or her premises at times mutually agreeable to the Company and the Customer when required in order for Company personnel to install, repair, maintain, program, inspect, test, adjust or remove equipment associated with the provision of the Company services. No interruption allowance will be granted for the time during which such services are rendered.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or the willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.6 The Customer is responsible for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.7 The Customer shall be responsible for payment of any applicable installation charge for equipment installed at the Customer's premises.
- 2.4.8 The Customer shall use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Payment and Billing

- 2.5.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective.
- 2.5.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer.
- 2.5.3 Payment is due fourteen days from the date of the postmark on the bill.
- 2.5.4 In the event of a dispute concerning a bill, Customer must pay the sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.

2.6 Deposits

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The Company does not require a deposit to commence service.

2.7 Application of Service

The charges for service are those charges in effect during the period of time that the service is furnished.

2.8 Interconnection

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with any other such carriers. Any special interface equipment of the Company and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with the Company. The customer shall secure all necessary licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

2.9 Disconnection of Service by the Company

2.9.1 The Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Upon 7 days prior written notice of disconnection to the customer, and not earlier than 14 days from the due date on the bill for non-payment of any sum due to the Company for service for more than thirty days beyond the date of rendition of the bill for such service;
- B. Upon 7 days written notice to the customer for a violation of any regulation governing the service under this tariff;
- C. Upon 7 days written notice to the customer for violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or

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- D. Upon 7 days written notice to the customer if the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

2.9.2 If the Customer terminates service, the Customer will be liable for all usage until the Customer actually leaves the service. The Customer will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to be responsible for any long distance usage it generates.

2.10 Credit Allowance

Credit for failure of service or equipment will be allowed only when the failure is caused by or occurs in equipment owned, provided and billed for by the Company.

- A. Credit allowances for failure of service or equipment starts when the customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify the Company of any failures in the service or equipment and shall make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, or any act or omission by the customer, or in wiring or equipment connected to the terminal.
- C. Only those portions of the service disabled for greater than 2 hours will be credited. No credit allowances will be made for:
 - 1. Interruptions of service from performance of routine maintenance;
 - 2. Interruptions of service for implementation of a customer order or change in service;
 - 3. Interruption caused by the negligence of the customer or his or her authorized user;
 - 4. Interruption of service due to the failure of service resulting from customer provided facilities.

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When the company cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance for special construction, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.11 Restoration of Service

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

2.12 Taxes

The customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any taxes, fees or surcharges, other than government approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The Company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges.

2.13 Late Payment Charge

A late fee of 1.5% monthly will be applied to charges not paid by their due date. Late payment fees should not include interest on previously charged late payment fees. Late payment charges will be applied without discrimination.

2.14 Returned Check Charge

A fee of \$20.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. The company may waive the returned check charge under appropriate circumstances.

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SECTION 3 – DESCRIPTION OF SERVICE

3.1 Computation of Charges

- 3.1.1 The computation of charges may vary in accordance with the service offered by the Company and in which the customer enrolls. The total charge for each completed call may be based upon a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute, which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based on the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V&H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.
- 3.1.3 The time chargeable to the customer begins when the connection is established between the calling station and the called station or PBX. Chargeable time terminates when either party hangs up. There are no charges for calls that are not completed.

3.2 Customer Complaints and/or Billing Disputes

All customer inquiries or complaints regarding service or a customer bill accounting may be made in writing or by telephone to the company at:

2000 Newport Place, NW Suite 900
Lawrenceville, GA 30043
(888) 565-1011

Any dispute as to the charges billed should be promptly reported to the company. The Company will resolve all complaints in a timely and courteous manner and will credit the

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customer's bill upon showing that a charge was made in error. In the event that the Company is unable to resolve the Complaint informally, the Customer may direct its complaint to the Consumer Services Division of the Public Utilities Commission of Ohio.

3.3 Level of Service

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

3.4 Service Offerings

3.4.1 1+ Dialing

This service permits the customer to originate calls via switched or dedicated access lines, and to terminate calls such that the Customers telephone lines are programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network or by the customer dialing an access code issued by the Company.

3.4.2 Travel Cards

The Customer may place calls by gaining access to the network through an 800 number and personal identification number (PIN) issued by the Company.

3.4.3 800 Service (Toll Free)

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

3.5.5 Company Standard Calling Card

The Company shall provide a 1-800 access number along with a PIN number within North America for call termination anywhere in the world.

3.5.6 Directory Assistance

The Customer may access long distance directory assistance by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a

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charge may apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.8 Specialized Pricing Arrangements

For purposes of the tariff, a special service is any service requested by the customer for which there is no prescribed rate in the tariff. Special service charges will be developed on an individual case basis and filed with the Commission. Such specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

3.5.9 Emergency Call Handling Procedures

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

3.5.10 Promotional Offerings

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

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SECTION 4 – RATES AND CHARGES

4.1 Monthly Non Recurring Charge

This is a one-time only fee assessed to customers. The customer may switch plans without penalty and without incurring this charge. The nonrecurring charge is \$9.99.

4.2 Usage Charges

Unless a flat rate is used, usage charges are based on the number of minutes of use. The charge varies depending upon the rate plan chosen by the customer in the price list.

4.3 Call Rounding

All calls are rounded to the next highest billing interval. The total charge for a fraction of a cent will be rounded up to the next highest cent.

4.4 Special Promotions

The Company may from time to time offer special promotions to customers upon prior Commission approval for such promotions.

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PRICE SHEET

Monthly Non-Recurring Charge - \$9.99

Bronze Flat Rate Program

Monthly Minimum Charge - \$9.99

Includes 100 minutes of domestic U.S. long distance calling minutes for an effective rate of \$.099 per minute.

Also included are a calling card and 800 number if requested by customer. The 800 number minutes and the calling card minutes may be applied against the base line of 100 minutes at a ratio of 1.5 minutes per minute used.

Rates for minutes used for US long distance calls beyond the 100 minutes will be charged at the rate of \$.12 per minute.

Rates for 800 and calling card minutes beyond 100 minutes will be charged at the rate of \$.14 per minute.

International calls will be rated on a per country basis based on the International Tariff on file with the Federal Communications Commission and will be billed via credit card on a monthly basis.

The plan is billed one month in advance with additional usage billed the following month.

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Lawrenceville, GA 30043

Issued Under the Authority of the PUCO in Case No. 02-1360-CT-ACE
TRF Case No. 96-9225-TP-TRF

PRICE SHEET

Silver Flat Rate Program

Monthly Minimum Charge - \$19.99

Includes 290 minutes of domestic U.S. long distance calling minutes for an effective rate of \$.069 per minute.

Also included are a calling card and 800 number if requested by customer. The 800 number minutes and the calling card minutes may be applied against the base line of 290 minutes at a ratio of 2.0 minutes per minute used.

Rates for minutes used for US long distance calls beyond the 290 minutes will be charged at the rate of \$.10 per minute.

Rates for 800 and calling card minutes beyond 290 minutes will be charged at the rate of \$.12 per minute.

International calls will be rated on a per country basis based on the International Tariff on file with the Federal Communications Commission and will be billed via credit card on a monthly basis.

The plan is billed one month in advance with additional usage billed the following month.

ISSUE DATE: June 6, 2002

EFFECTIVE DATE: July 16, 2002

Larry W. Seab, Sr. President and CEO
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PRICE SHEET

Gold Flat Rate Program

Monthly Minimum Charge - \$29.99

Includes 615 minutes of domestic U.S. long distance calling minutes for an effective rate of \$.049 per minute.

Also included are a calling card and 800 number if requested by customer. The 800 number minutes and the calling card minutes may be applied against the base line of 615 minutes at a ratio of 2.9 minutes per minute used.

Rates for minutes used for US long distance calls beyond the 615 minutes will be charged at the rate of \$.10 per minute.

Rates for 800 and calling card minutes beyond 615 minutes will be charged at the rate of \$.12 per minute.

International calls will be rated on a per country basis based on the International Tariff on file with the Federal Communications Commission and will be billed via credit card on a monthly basis.

The plan is billed one month in advance with additional usage billed the following month.

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PRICE SHEET

Platinum Flat Rate Program

Monthly Minimum Charge - \$49.99

Includes 1285 minutes of domestic U.S. long distance calling minutes for an effective rate of \$.039 per minute.

Also included are a calling card and 800 number if requested by customer. The 800 number minutes and the calling card minutes may be applied against the base line of 1285 minutes at a ratio of 3.0 minutes per minute used.

Rates for minutes used for US long distance calls beyond the 1285 minutes will be charged at the rate of \$.10 per minute.

Rates for 800 and calling card minutes beyond 1285 minutes will be charged at the rate of \$.17 per minute.

International calls will be rated on a per country basis based on the International Tariff on file with the Federal Communications Commission and will be billed via credit card on a monthly basis.

The plan is billed one month in advance with additional usage billed the following month.

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Calling Card Service

Available with any rate program with the charges as set forth in each rate program plus any applicable FCC charges for all domestic calls. Applicable international rates apply on a per country basis.

800 Service

Traditional inbound 800 service will be provided in North America and is available with any rate program with the charges as set forth in each rate program. A free 800 number will be provided to any customer upon request.

Late Payment Charge

Customers will be assessed a late payment charge of 1.5% of the amounts owed to the Company but not paid by the due date.

Directory Assistance

The charge for directory assistance shall be \$.95

Returned Check Charge

The charge for a returned check is \$20.00

Pay Telephone Surcharge

A surcharge of \$.40 per call will be added to any completed interstate toll access code and subscriber 800 type calls placed from a public or semi-public payphone.

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