

4. Toll Service Regulations

4.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company for interexchange telecommunications between points within the State of Ohio. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis in all 88 counties. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 4.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 4.1.2 The rates and regulations contained in this tariff apply only to the resale 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.

4. Toll Service Regulations (cont'd)

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

4.2 Use of Services

- 4.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 4.2.
- 4.2.2 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.
- 4.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 4.2.4 The Company's services are available for use 24 hours per day, 7 days per week.
- 4.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 4.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.

4. Toll Service Regulations (cont'd)

- 4.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 4.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

4.3 Liability of the Company

- 4.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 4.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 4.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 4.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but 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. No other liability in any event shall attach to the Company.

4. Toll Service Regulations (cont'd)

- 4.3.5 Unless caused by the Company's negligence, the Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 4.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 4.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, **INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

4. Toll Service Regulations (cont'd)

4.4 Responsibilities of the Customer

- 4.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 4.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 4.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 4.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 4.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 4.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted to network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

4. Toll Service Regulations (cont'd)

- 4.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, by improper use of the services, or by use of equipment provided by Customer.
- 4.4.8 The Customer must pay for the loss through theft of any the Company equipment installed at Customer's premises.
- 4.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 4.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

4.5 Cancellation of Services

When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where the Company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

4. Toll Service Regulations (cont'd)

- 4.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 4.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 4.5.4 The Customer may terminate service upon reasonable notice. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

4. Toll Service Regulations (cont'd)

4.6 Credit Allowance

- 4.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 4.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble 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 and connected to the Company's facilities.
- 4.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 4.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 4.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 4.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 4.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

4. Toll Service Regulations (cont'd)

- 4.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours

"B" - monthly charge for affected activity

4.7 Deposit

- 4.7.1 Applicants for service may be required prior to establishing service to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Reestablishment of credit for service will be in accordance with Rule 4901:1-17-04. Additional requirements may be found in Section 1.9.2 of this tariff.
- 4.7.2 The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.

4.8 Payment and Billing

- 4.8.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

Payment and billing practices will be in accordance with the Minimum Telephone Service Standards, Section 4901:1-5-15.

4. Toll Service Regulations (cont'd)

- 4.8.2 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. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 4.8.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company.

4. Toll Service Regulations (cont'd)

4.9 RESERVED FOR FUTURE USE

4.10 Late Charge

A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

4. **Toll Service Regulations** (cont'd)

4.11 **Payphone Dial Around Surcharge**

A dial around surcharge of \$0.28 per call will be added to any completed intrastate toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

4.12 **Presubscribed Interexchange Carrier Charge**

A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills as permitted by the Commission.

4.13 **Returned Check Charge**

A minimum fee of \$10.00 and maximum fee of \$25.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

4.14 **Customer Complaints and/or Billing Disputes**

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

6060 Sepulveda Blvd.
Van Nuys, California 91411
(888) 389-2899

Or at the Commission:

Attn: Public Interest Center
Ohio Public Utilities Commission
180 East Broad Street
Columbus, Ohio 43215-3793
(800)-686-7826 (voice)
(800)-686-1570 (TDD)

4. Toll Service Regulations (cont'd)

4.15 Service Offerings

4.15.1 1+ Dialing

The customer utilizes "1+" dialing, or "101XXXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "101XXXX" followed by "1 + 7 digits" or "1 + 10 digits" for intraLATA calls.

4.15.2 Travel Cards.

The Customer utilizes an 11 digit "800" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, followed by the ten digit number of the called party.

4. **Toll Service Regulations** (cont'd)

4.15.3 800 Service (Toll free).

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

4. **Toll Service Regulations** (cont'd)

4.15.4 Company Prepaid Calling Cards.

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

All calls must be charged against a Company Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

A card will expire 12 months from the date of first usage or last recharge. The expiration date will be provided to the Customer at the point of sale. The Company will not refund unused balances.

4. Toll Service Regulations (cont'd)

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

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

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

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

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

4. **Toll Service Regulations** (cont'd)

4.15.5 Directory Assistance.

Access to long distance directory assistance is obtained 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 charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

4. **Toll Service Regulations** (cont'd)

4.16 **Discontinuance of Service**

- A In addition to enforcing, on its own behalf, the Company's own billing, credit/deposit and disconnection policies with respect to all regulated telephone services provided by the Company itself, the Company is not precluded from entering into formal contracts with other toll service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers.
- B Unless and until it has entered into a formal contract specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit and disconnection policies of any toll service provider.
- C In Case No. 95-790-TP-COI, the Public Utilities Commission of Ohio established a policy under which the procedural and substantive safeguards which are afforded to applicants for local exchange service and to subscribers of local exchange service under Chapter 4901:1-5, O.A.C., as pertains to billing, establishing credit/deposits, and to disconnection, shall also inure to applicants for toll services, regardless of whether such service is provided by a local exchange company or another toll service provider. All practices of the Company, pertaining to either the provision of its own toll service, if any, or as a duly-authorized agent for another toll service provider, shall conform with this policy.

4. Toll Service Regulations (cont'd)

- D When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes:
- (i) must not function as a vehicle by which the (nonpaying) toll subscriber is denied access, through presubscription, to any other toll service provider besides the one whose provision of toll service has precipitated the toll disconnection;
 - (ii) must be available from the Company, by tariff, on a nondiscriminatory basis to all toll service providers; and
 - (iii) may consist of either a depicing mechanism or else a selective toll blocking service.
- E Neither purchase of the toll service provider's accounts receivable by the Company, nor a requirement that the Company be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a nondiscriminatory basis to all toll service providers.
- F The following toll disconnection service offerings will be available on a nondiscriminatory basis to all toll service providers in areas where implementation of intraLATA equal access has occurred. This will be the same method that the Company itself utilizes in connection with its own provision, if any, of toll service:
- (i) DePICing. DePICing is a method whereby a Customer's access to continued 1+ access to a specific toll provider is discontinued. It does not affect Customer's access to other toll provider's services. There will be no charge for this service.
- G Discontinuance of services practices will be in accordance with the Minimum Telephone Service Standards, Section 4901:1-5-17

4. **Toll Service Regulations** (cont'd)

PRICE LIST

1 + Dialing

\$0.149 per minute

Travel Cards

\$0.25 per minute

800 Service

\$0.154 per minute

A monthly service charge of \$20 per number will apply.

Prepaid Calling Cards

\$.30 Per Telecom Unit

Directory Assistance Charges

\$.65 per number requested

Returned Check Charge

\$25.00