

TELECOMMUNICATIONS CATALOG

OF

TELNET WORLDWIDE-OHIO, INC.

d/b/a Superior Spectrum and d/b/a FSG Long Distance and d/b/a WPS Communications

1010 West Washington Street
Marquette, Michigan 49855

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission:

Public Utility Commission of Ohio (“Commission” or PUCO”).

Company:

TelNet Worldwide-Ohio, Inc. d/b/a Superior Spectrum Michigan and d/b/a FSG Long Distance and d/b/a WPS Communications.

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with Catalog provisions.

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

MTS:

Message Toll Service

O.A.C:

Ohio Administrative Code

PUCO:

Public Utility Commission of Ohio

Subscriber:

See "Customer" definition.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

“800” Number

An interexchange service offered pursuant to this Catalog for which the called party is assigned a unique 800-NXX-XXXX, 888-NXX-XXXX, 877-NXX-XXXX, 866-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

- 2.1.1 Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Ohio
- 2.1.2 Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3 Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4 Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5 The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6 The Company also reserves the right to refuse further service due to non-payment in accordance with Chapter 4901:1-5-17 O.A.C.

2.2 LIMITATIONS OF SERVICE

- 2.2.1 Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Catalog.

SECTION 2 -RULES AND REGULATIONS, Continued

2.2 LIMITATIONS OF SERVICE, Continued

- 2.2.2 Company reserves the right to disconnect service without incurring liability in accordance with Chapter 4901:1-5-17, O.A.C.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Catalog shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6 The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Catalog until this indebtedness is satisfied.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3 USE

- 2.3.1 Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2 Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3 Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4 The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identify of the Customer.

SECTION 2 - RULES AND REGULATIONS, Continued

2.4 LIABILITIES OF THE COMPANY

- 2.4.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.
- 2.4.2 Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3 Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

SECTION 2 - RULES AND REGULATIONS, Continued

2.4 LIABILITIES OF THE COMPANY, Continued

2.4.4 Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement or copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.5 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.

2.4.6 Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by 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 equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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

SECTION 2 - RULES AND REGULATIONS, Continued

2.4 LIABILITIES OF THE COMPANY, Continued

- 2.4.8 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 its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; 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 or any one or more of such instrumentality or any one or more of such governmental entities, or of any civil or military authority; nation emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Catalog to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.9 The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Ohio law. 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 demands.
- 2.4.10 The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

SECTION 2 - RULES AND REGULATIONS, Continued

2.4 LIABILITIES OF THE COMPANY, Continued

- 2.4.11 Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

2.5 INDEMNITY

Subject to the limitations of liability set forth in Section 2.4 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agent, employees subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

SECTION 2 - RULES AND REGULATIONS, Continued

2.6 FULL FORCE AND EFFECT

Should any provision or portion of this Catalog be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Catalog will remain in full force and effect.

2.7 INTERRUPTIONS OF SERVICE

2.7.1 Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. The Customer shall notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.7.2 For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.7.3 The subscriber shall be credited for an interruption of two (2) hours or more at the rate of $1/720^{\text{th}}$ of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula - $(A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

SECTION 2 - RULES AND REGULATIONS, Continued

2.8 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

2.9 MINIMUM SERVICE REFUND

The minimum service period is one month (30 days).

2.10 PAYMENTS AND BILLING

2.10.1 Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis and sent via first class mail or by electronic posting to a secure site on the Internet. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.

2.10.2 The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.

2.10.3 Customers may choose between the following billing methods: electronic, paper and computer disk (\$15 fee for computer disk, CD). Bills are payable upon receipt. Bills not paid within twenty-one (21) days after the date of posting are subject to a late payment charge for the unpaid balance as set forth in Section 2.12 of this Catalog. The Company will accept payment via cash, check or credit-debit account. Customers whose bills are sent to a collection agency for payment may be subject to additional fees imposed by the collection agency, as permitted by Ohio law.

2.10.4 A charge of will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written as set forth in Section 2.11 of this Catalog.

SECTION 2 - RULES AND REGULATIONS, Continued

2.10 PAYMENTS AND BILLING, Continued

- 2.10.5 Billing disputes should be addressed to Company's customer service organization via telephone to 800.433.6748 or 906.227.7700. Customer service representatives are available from 8:00 AM to 5:00 PM Eastern Time. Messages may be left for Customer Services from 5:01 PM to 7:59 AM Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 2.10.6 In the Case of a dispute between the Customer and the Company for services furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
 - B. Pursuant to Chapter 4901:1-5-05 O.A.C., the Company shall provide a report of each complaint's resolution within ten (10) business days of the receipt of the complaint to the Customer, when the complaint was made directly by the Customer, or to the Customer and Commission staff, when the complaint was referred to the Company by Commission staff. If the investigation is not complete within ten (10) business days of receipt of the complaint, the Company shall provide an interim report to the Customer or to the Customer and Commission staff, as set forth above. The report shall contain the information required by Chapter 4901:1-5-05 O.A.C.
 - C. The Company shall inform the Customer or the Customer and Commission staff of the results of the investigation orally or in writing, unless the Customer or Commission staff request the results to be presented in writing. The Company shall inform the Customer of its right to a written report if the report is presented orally.

SECTION 2 - RULES AND REGULATIONS, Continued

2.10 PAYMENTS AND BILLING, Continued

- D. If there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Ohio Public Utilities Commission for its investigation and decision. The Company will provide the Customer with the address, local/toll free numbers and TDD/TTY number of the Commission's Public Interest Center.

The address and telephone number of the Commission are:

Attn: P.I.C.
Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, OH 43215-3793
Telephone: 1-800-686-7826 (voice)
1-800-686-1570 (TDD)

2.11 RETURNED CHECK CHARGE

When a Customer's check is not honored by the financial institution and the check is returned to the Company due to "insufficient funds" in the Customer's account or for similar reasons, a charge of \$25.00 shall apply, unless the Customer can establish that the charge should not be assessed. This charge is also shown in the Company's P.U.C.O. Tariff No. 3.

2.12 LATE PAYMENT FEES

A late payment charge of 1.5 percent per month will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

SECTION 2 - RULES AND REGULATIONS, Continued

2.13 CANCELLATION BY CUSTOMER

- 2.13.1 The Customer may cancel service by subscribing to a new presubscribed carrier.
- 2.13.2 Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made, and notice and the payment of associated local exchange company charges, if any, for service charges has been made.
- 2.13.3 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:
- A. 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.

SECTION 2 - RULES AND REGULATIONS, Continued

2.14 CANCELLATION BY COMPANY

- 2.14.1 Company reserves the right to refuse or disconnect service to Customer without notice to the Customer and without incurring liability in the following circumstances set forth in 4901:1-5-17(G):
- A. When an emergency may threaten the health or safety of a person. If service is disconnected, the Company shall act promptly to assure restoration of service as soon as possible;
 - B. In the event of a Customer's use of telecommunications equipment in such a manner as to adversely affect the Company's equipment, its service to others, or the safety of the Company's employees or Customers; or
 - C. In the event of tampering with any facilities or equipment furnished and owned by the Company.
- 2.14.2 The Company may disconnect a Customer's service for non-payment of service upon seven day's notice to the Customer, as set forth in Chapter 4901:1-5-17(B), (J) and (K).
- 2.14.3 The Company will notify or attempt to notify a Customer, through any reasonable means, before service is disconnected for the following reasons as set forth in Chapter 4901:1-5-17(D) and (E):
- A. A violation of or noncompliance with the Company's rules set forth in this Catalog or tariffs on file with the Commission, except non-payment for service;
 - B. A failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
 - C. Refusal to permit the Company necessary access to its facilities or equipment; or
 - D. When the customer has committed a fraudulent practice as set forth and defined in this Catalog.

SECTION 2 - RULES AND REGULATIONS, Continued

2.14 CANCELLATION BY COMPANY, Continued

- 2.14.4 The Company may not discontinue a Customer's service when the Customer pays the Company the total amount due (or an amount agreed upon between the Company and the Customer to prevent disconnection) on the Customer's account by the close of business on the disconnection date listed on the disconnection notice.
- 2.14.5 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 available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.14.6 At the Customer's request and upon notification by the Customer that the Customer's travel card is being used fraudulently, the Company shall cancel the Customer's calling card and issue a new card and personal identification code to the Customer. The Company will take appropriate steps to determine the requesting Customer's identity.
- 2.14.7 If a Customer informs the Company that collect and third-party calls are fraudulently being billed to the Customer, the Company will investigate the Customer's claim through the fraud department of its underlying carrier. If the Customer's claim is meritorious, the Company will make adjustments in the Customer's bills as appropriate and refer the Customer to their Local Exchange Company, which may place blocks on the Customer's third-party and collect calling capability.

SECTION 2 - RULES AND REGULATIONS, Continued

2.15 INTERCONNECTION

2.15.1 Service furnished by 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 Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.15.2 Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' rules and tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

2.16 DEPOSITS AND ADVANCE PAYMENTS

The Company does not collect deposits or advanced payments for intrastate service at this time. Should the Company collect deposits for intrastate service at any time in the future, the amount will be determined according to either of the two methods permitted in Rule 4901:1-5-13 of the O.A.C. Deposits held for less than 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days or longer will be handled in accordance with Rule 4901:1-17-05 of the O.A.C.

The Company may only collect advance payments where the Customer has requested special construction of facilities.

SECTION 2 - RULES AND REGULATIONS, Continued

2.17 CREDITWORTHINESS

The Company will not require Customers to establish credit prior to the initiation of service.

2.18 TAXES

The Customer is responsible for payment of all state, local and 9-1-1 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 this Catalog or a tariff on file with the Commission. These charges will appear as separate line items on the Customer's bill, and are not included in the quoted rates. Any such line item charges will be reflected in the Company's Catalog. The Company will 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 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.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 TIMING OF CALLS

- 3.1.1 The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2 The minimum call duration for billing purposes for all services, unless otherwise specified in this Catalog, is one (1) minute with one (1) minute billing increments thereafter.
- 3.1.3 Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4 There is no billing for incomplete calls

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2 TELNET WORLDWIDE-OHIO, INC.

- 3.2.1 Company provides switched access telecommunications services that allow Customer to establish a communications path between two stations by using uniform dialing plans.
- 3.2.2 Company offers two rate plans. Customers who subscribe to Company's service automatically qualify for the Company's Basic Plan. Customers who elect to subscribe to Company's Service electronically via the Internet qualify for the Company's Custom Internet Plan. Unless otherwise specified, Service rates are flat, per minute rates and do not vary in accordance with distance and time of day.
- 3.2.3 Company's "One Plus" service is a switched access service offering users outbound "1 plus" long distance telecommunications services.
- 3.2.4 Company's Toll Free Service is a switched access service offering users inbound, toll free long distance telecommunications services. This service enables a caller to contact the Customer without incurring toll charges, through the use of an assigned toll free number. The Customer pays for the call.
- 3.2.5 Company's Calling Card Service permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch-tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly long-distance bill.
- 3.2.6 Company also offers ancillary services including directory assistance, and operator assisted calling services, exclusively to customers of record.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3 PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. All promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

SECTION 4 - RATES

4.1 SERVICE CHARGES

Service charges per account are based on the following schedule:

4.1.1 Basic Plan - Commercial

4.1.1.1 One Plus Service

Rate, Per Minute	\$0.0790
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4.1.1.2 Toll Free Service

Rate, Per Minute	\$0.0790
Recurring fee, per line, per month	\$2.5000

4.1.2 Basic Plan No. 1 - Residential

4.1.2.1 One Plus Service

Rate, Per Minute	\$0.0690
Recurring fee, per fill account, per month	\$3.9500

4.1.2.2 Toll Free Service

Rate, Per Minute	\$0.0690
Recurring fee, per line, per month	\$2.5000

SECTIONS 4 - RATES, Continued

4.1 SERVICE CHARGES, Continue

4.1.3 Basic Plan No. 2 - Residential

4.1.3.1. One Plus Service

Rate, Per Minute	\$0.0890
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4.1.3.2 Toll Free Service

Rate, Per Minute	\$0.0890
Recurring fee, per line, per month	\$2.5000

SECTION 4 - RATES, Continued

4.1 SERVICE CHARGES, Continued

4.1.4 Custom Internet Plan - Commercial

4.1.4.1 One Plus Service

Rate, Per Minute	\$0.0600
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4.1.4.2 Toll Free Service

Rate, Per Minute	\$0.0620
Recurring fee, per line, per month	\$2.5000

4.1.4.3 Monthly Service Fee

Monthly service Fee, per account	\$3.9500
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SECTION 4 - RATES, Continued

4.1 SERVICE CHARGES, Continued

4.1.5 Custom Internet Plan - Residential

4.1.5.1 One Plus Service

Rate, Per Minute	\$0.0600
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4.1.5.2 Toll Free Service

Rate, Per Minute	\$0.0620
Recurring fee, per line, per month	\$2.5000

4.1.5.3 Monthly Service Fee

Monthly Service Fee, per account	\$3.95
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SECTION 4 -RATES, Continued

4.1 SERVICE CHARGES, Continued

4.1.6 Calling Card Service

Company offers a calling card service to Customers. Calling card charges are billed in sixty (60) second increments with a sixty (60) second minimum per call.

<u>Call Duration</u>	<u>Rate</u>
Initial 60 Seconds	\$0.1500
Additional 60 Seconds	\$0.1500

4.1.7 Directory Assistance

Company provides Directory Assistance as an ancillary service exclusively to Customers. Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212".

Directory Assistance, per call	\$0.7500
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4.1.8 Operator Assisted Calling Service

Company provides operator assisted calling functions exclusively to Customers of record, enabling Customers to place calls utilizing alternate billing options. The following surcharges apply in addition to applicable Company per minute charges

Third Number Billing provides the Customer with the capability to charge a call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Third Number Billing, surcharge per call	\$1.5000
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SECTION 4 - RATES, Continued

4.1 SERVICE CHARGES, Continued

4.1.8 Operator Assisted Calling Service, Continued

Collect Calling provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Collect Calling, surcharge per call \$1.5000

Person to Person provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station and person specified by the caller. The call may be billed to the called party.

Person to Person, surcharge per call \$1.5000

Station to Station provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station. The call may be billed to the called party.

Station to Station, surcharge per call \$1.5000

General Assistance provides the Customer with the option to request general information from the operator, such as dialing instructions, county or city codes, area code information and Company Customer Service 800 telephone numbers, but does not request the operator to complete the call.

General Assistance No Charge

SECTION 4 - RATES, Continued

4.2 MISCELLANEOUS FEES AND SURCHARGES

4.2.1 Late Payment Penalty

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

4.2.2 Returned Check Charge

A charge of \$25.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

4.2.3 Pay Telephone Access Surcharge

Customers or callers who place non-coin-sent calls from pay telephones utilizing Company's calling card or which terminate on toll free numbers served by the Company will be assessed a pay phone telephone access surcharge

Pay Telephone Access Surcharge, per call	\$0.4000
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4.2.4 Primary Interexchange Carrier Charges

Multi-line commercial subscribers are assessed a primary interexchange carrier surcharge, in accordance with 47 CFR §69.153. Primary interexchange carrier surcharges are assessed in addition to other applicable rates and charges.

Primary Interexchange Carrier Charges, per non-Centrex line, per month	\$2.2500
Primary Interexchange Carrier Charges, per Centrex Line, per month	\$0.4500

4.2.5 Computer Disk Billing Fee, per month	\$15.00
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SECTION 4 - RATES, Continued

4.3 AFFINITY PROGRAMS

The Company's long distance services may be offered in conjunction with another company's product or service. Rates and charges vary upon the program purchased by the Customer as described below.

4.3.1 FSG/WPS Plan No. 1 - Residential

4.3.1.1 One-Plus Interstate Service

Rate per minute	\$0.039
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4.3.1.2 One-Plus Intrastate Service

Rate per minute	\$0.069
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4.3.1.3 Recurring fee, per line, per month	\$3.95
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4.3.2 FSG/WPS Plan No. 2 - Residential

4.3.2.1 One-Plus Interstate Service

Rate per minute	\$0.049
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4.3.2.2 One-Plus Intrastate Service

Rate per minute	\$0.059
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4.3.2.3 Recurring fee, per line, per month	\$2.95
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SECTION 4 - RATES, Continued

4.4 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Catalog. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Catalog. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

SECTION 4 - RATES, Continued

4.5 DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATIONS RELAY SERVICE

4.5.1 Definitions

For purposes of this subsection, the definition of disabled refers to those persons with communication disabilities, including hearing disabled, deaf, deaf/blind, and speech disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.

4.5.2 Application of Discount

- a) Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled are eligible to receive a discount off their MTS rates.
- b) All MTS calls placed through the telecommunications relay service (TRS) are eligible to receive a discount off the MTS rates.
- c) The discount shall not apply to sponsor charges associated with calls placed to pay per call services, such as 900, 976, or 900 - like calls.

SECTION 4 - RATES, Continued

4.5 DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATIONS RELAY SERVICE, Continued

4.5.3 Discounts

Upon receipt of the appropriate application, and certification or verification by a person with a communication disability, the following discount shall be made available for the benefit of the disabled person:

Off the basic MTS, current, price list day rates: no less than a straight 70% discount shall be made available on a 24 hour a day basis.

This discount is also shown in the Company's P.U.C.O. Tariff No. 3.

4.6 EMERGENCY SERVICES CALLING PLAN

Message toll telephone calls, to governmental emergency service agencies as set forth below in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of the emergency call as set forth in (b) following, are offered at no charge to customers:

- (a) Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.
- (b) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.