#### REGULATIONS RATES AND SCHEDULE OF CHARGES APPLICABLE TO MESSAGE TELECOMMUNICATIONS SERVICES FURNISHED BY

# ARMSTRONG TELECOMMUNICATIONS, INC.

#### BETWEEN POINTS WITHIN THE STATE OF OHIO FOR INTRASTATE COMMUNICATIONS SERVICES FOR INTRASTATE CUSTOMERS AS PROVIDED FOR HEREIN.

All telephone companies are subject to the commission's rules for minimum telephone service standards (MTSS) found in chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

Service is provided by means of wire, radio, terrestrial, or satellite facilities or any combination thereof, as specified herein.

# CHECK SHEET

The title page and pages 1 through 31 inclusive of this Pricing Guide are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the Original Tariff in effect on the date indicated.

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# **CONCURRING CARRIERS**

#### None

# CONNECTING CARRIERS

# None

## **OTHER PARTICIPATING CARRIERS**

None

## REGISTERED SERVICE MARKS

#### None

# REGISTERED TRADEMARKS

None

## **EXPLANATION OF SYMBOLS**

- (C) -To signify changed regulation
- (D) -To signify discontinued rate or regulation
- (I) -(M) -To signify increase
- To signify matter relocated without change
- To signify new rate or regulation To signify reduction (N) -
- (R) -
- To signify reissued matter (S) -
- To signify a change in text but no change in rate or regulation (T) -
- (Z) -To signify a correction

#### 1. General

- 1.1 Application of Tariff
  - 1.1.A This Tariff contains the regulations and rates applicable to the provision of Intrastate Message Telecommunications Service, hereinafter referred to as "Service", by Armstrong Telecommunications, Inc., hereafter referred to as the "Company", from its points of presence in the State of Ohio to domestic points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.
  - 1.1.B The provision of such Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

# 1.2 Definitions

Certain terms used throughout this Tariff are defined as follows:

1.2.A Access Code

A sequence of numbers that, when dialed, connect the caller to the Provider associated with that sequence.

1.2.B 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 Service as required.

1.2.C Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

1.2.D <u>Commission</u>

The Ohio Public Utilities Commission.

1.2.E Common Carrier

A company or entity providing telecommunications services to the public.

# **1. General** (Cont'd)

- 1.2 <u>Definitions</u> (Cont'd)
  - 1.2.F Company

Armstrong Telecommunications, Inc., unless the context indicates otherwise.

1.2.G Customer

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

#### 1.2.H Customer Dialed Calling Card Call

A Calling Card Call which is dialed by the Customer and may or may not require intervention by an attended operator position to complete.

1.2.I Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

1.2.J Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

1.2.K Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

1.2.L Equal Access Code

An access code that allows the public to obtain an Equal Access connection to the carrier associated with that code.

#### **1. General** (Cont'd)

- 1.2 <u>Definitions</u> (Cont'd)
  - 1.2.M Intrastate Message Telecommunications Service (MTS)

The term "Intrastate Message Telecommunications Service" denotes the furnishing of station-to-station direct dial intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence in the State of Ohio to intrastate points as specified herein.

#### 1.2.N Local Exchange Carrier (LEC)

A telephone company which furnishes local exchange services.

#### 1.2.0 Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

#### 1.2.P Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

#### 1.2.Q Premises

The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.

## 1.2.R Service

The offerings by the Company to the Customer under this Tariff.

#### 1.2.S Subscriber Surcharge

A surcharge imposed by the Subscriber, to be paid by the consumer, for the use of Subscriber's telephone instruments, and other facilities in obtaining access to the Company's services.

#### 1.2.T <u>Telecommunications</u>

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signalling, metering, or any other form of intelligence.

### 2. Rules and Regulations - Intrastate Message Telecommunications Services

- 2.1 <u>Undertaking of the Company</u>
  - 2.1.A Scope

The Company is a carrier providing intrastate domestic communications services to Customers for their direct transmission of voice and other types of telecommunications within the State of Ohio as described in this Tariff.

- 2.1.B Limitations
  - 2.1.B.1 The services provided pursuant to this Tariff are offered subject to the availability of facilities and the other provisions of this Tariff.
  - 2.1.B.2 The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.
  - 2.1.B.3 The Company retains the right to deny Service to any Customer which fails to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

## 2.2 <u>Obligations of the Customer</u>

- 2.2.A All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
- 2.2.B The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
- 2.2.C Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- 2.2.D The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
- 2.2.E The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.

#### 2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

- 2.2 <u>Obligations of the Customer</u> (Cont'd)
  - 2.2.F Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.
  - 2.2.G The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
  - 2.2.H The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
  - 2.2.1 In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
  - 2.2.J The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
    - 2.2.J.1 Using the Service for any purpose which is in violation of any law.
    - 2.2.J.2 Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
    - 2.2.J.3 Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.
    - 2.2.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.
    - 2.2.J.5 Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

#### 2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

- 2.2 <u>Obligations of the Customer</u> (Cont'd)
  - 2.2.K The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

#### 2.3 Liabilities of the Company

- 2.3.A Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.
- 2.3.B The liability of the Company 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 under this Tariff applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
- 2.3.C The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.3.D The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.
- 2.3.E Approval of limitation of liability language by the Commission 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 consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.

# 2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

2.4 <u>Service Orders</u>

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to this Tariff. All Applications for Services must be in writing and provide, at a minimum, the following information:

- 2.4.A Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4.B Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.
- 2.5 <u>Charges and Payments for Service or Facilities</u> --See Armstrong-Ohio Tariff No. 1

# 2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

2.5 Charges and Payments for Service or Facilities (cont'd) --See Armstrong-Ohio Tariff No. 1

- 2. Rules and Regulations Intrastate Message Telecommunications Services (Cont'd)
  - 2.5 Charges and Payments for Service or Facilities (Cont'd)--See Armstrong-Ohio Tariff No. 1

- 2. Rules and Regulations Intrastate Message Telecommunications Services (Cont'd)
  - 2.5 <u>Charges and Payments for Service or Facilities</u> (Cont'd)--See Armstrong-Ohio Tariff No. 1

#### 2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

- 2.6 <u>Termination or Denial of Service by the Company</u>
  - 2.6.A The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer:
    - 2.6.A.1 In the event such Customer or its agent: (a) willfully damages the Company equipment, interferes with use of the Company's Service by other Customers of the Company; (b) unreasonably places capacity demands upon the Company's facilities or Service; or (c) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (d) otherwise fails to comply with the provisions of this Tariff or applicable law; or
    - 2.6.A.2 In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or
    - 2.6.A.3 In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.
  - 2.6.B Commission authorization of the termination liability language pursuant to the O-day notice procedure is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.

#### 2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

- 2.7 <u>Special Services</u>
  - 2.7.A General

For the purpose of this Tariff, Special Services are deemed to be any Service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. Such contract or ICB rates will be filed with the Commission for its approval if required by applicable rules and regulations.

## 2.7.B When Applicable

Special Services rates apply in the following circumstances:

- 2.7.B.1 If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide Service to its Customer;
- 2.7.B.2 If at the request of the Customer, the Company provides technical assistance not normally required to provide Service;
- 2.7.B.3 Where special signaling, conditioning, equipment, or other features are required to make Customer Provided Equipment compatible with the Company's Service;
- 2.7.B.4 When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.
- 2.7.B.5 If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one hour, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide Service.

# 2.8 Special Pricing Arrangements

Customized Service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers for proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Such contracts will be filed with the Commission for approval if required by applicable rule or regulation.

#### 2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

- 2.9 <u>Special Construction</u>
  - 2.9.A Subject to the agreement of the Company and to all of the regulations contained in this tariff or any applicable contract, special construction may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is that construction undertaken:
    - 2.9.A.1 Where facilities are not presently available, and there is no other requirement for the facilities so constructed,
    - 2.9.A.2 Of a type other than that which the Company would normally utilize in the furnishing of its services,
    - 2.9.A.3 Over a route other than that which the Company would normally utilize in the furnishing of its services,
    - 2.9.A.4 In a quantity greater than that which the Company would normally construct,
    - 2.9.A.5 On an expedited basis,
    - 2.9.A.6 On a temporary basis until permanent facilities are available,
    - 2.9.A.7 Involving abnormal costs, or
    - 2.9.A.8 In advance of its normal construction.

Special construction does not include the addition of cable pairs.

- 2.9.B 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:
  - 2.9.B.1 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.
- 2.9.C The Company may require a customer to make an advance payment for special construction before a specific service or facility is furnished. In general, the advance payment will not exceed an amount equal to the non-recurring charge(s) for special construction for the service or facility. The advance payment will be credited to the Customer's initial bill.

#### 2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

- 2.10 Inspection, Testing and Adjustment
  - 2.10.A The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.
  - 2.10.B Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length.

#### 2.11 Marketing

The Company will market their services, but the Company will not participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in the State of Ohio. Furthermore, the Company will comply with marketing procedures set forth by the Commission.

#### 2.12 Operator Services

Operator services will not be provided by the Company as part of the Service furnished by the Company.

#### 2.13 <u>Disputed Bills</u>

The Customer shall notify the Company of any disputed items on a bill. Notification may be made to the Company at:

Armstrong Telecommunications, Inc. 4437 North Main Street Butler, Pennsylvania 16001 1-877-277-5711

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure. Complaints may be made to:

Public Utilities Commission of Ohio (PUCO)
Phone: toll free at 1-800-686-7826 or 1-614-466-3292
TDD/TYY: toll free at 1-800-686-1570 or 1-614-466-8180 from 8:00 a.m. to 5:00 p.m. weekdays
PUCO website: www.puco.ohio.gov.

Residential customers may call the Ohio Consumers' Counsel (OCC), toll free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m. weekdays OCC website: www.pickocc.org.

# **3.** General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services

- 3.1 <u>Service Points</u>
  - 3.1.1 The Company provides originating Service from domestic points in the State of Ohio to domestic points in the State of Ohio.
  - 3.1.2 The Company provides terminating service from domestic points in the State of Ohio to domestic points in the State of Ohio.
- 3.2 <u>Measurements/Availability of Service</u>

The Service is available at the rates listed herein, through subscription to any of the intrastate message telecommunication service offerings available from the Company.

# 3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

- 3.3 <u>Timing of Calls</u>
  - 3.3.1 Unless otherwise indicated in this Tariff, calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
  - 3.3.2 The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," <u>i.e.</u>, upon the seizure of an inbound trunk.
  - 3.3.3 The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
  - 3.3.4 There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls which are in progress longer than one minute will be presumed to have been answered.
  - 3.3.5 The time of day at the calling party rate center determines what Time-of-Day rate period applies.

# **3.** General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

# 3.4 <u>Method of Applying Rates</u>

Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increment.

# 3.5 <u>Promotional Offerings</u>

The telephone company may, from time to time and in a nondiscriminatory manner, offer specifically designated services at reduced rates and/or charges, or for no rate and/or charge, for promotional, market research, training and/or experimental purposes. Such offerings shall be of ninety calendar days or less in duration.

These offerings may be made without notice to the Commission, provided that, upon request by the Commission or an appropriate member of its Staff, the telephone company shall timely provide details, as appropriate, regarding any such offering for which information is requested.

# **3.** General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

- 3.6 <u>Dialed Intrastate Message Telecommunications Services</u>
  - 3.6.1 Dialed Intrastate Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.
  - 3.6.2 Depending upon the service option chosen by the Customer, the charges for the use of such domestic intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.
  - 3.6.3 All Customers shall be charged the rates identified herein.

# 3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

#### 3.7 <u>800 Service</u>

800 Service is a one-way inbound service originating on feature group facilities provided by the Company and terminating on a regular telephone line. The Customer is responsible for payment of all charges associated with such terminating calls rather than the calling party.

#### 3.8 Calling Card Service

- 3.8.1 Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout the State of Ohio through the use of a specific "1-800" telephone number provided by the Company. Calling Card Service calls are timed by the Company in sixty (60) second increments. "Ringbusy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
- 3.8.2 It is the responsibility of the Customer to guard and protect against any unauthorized use of any company issued codes to which billing may be charged.

#### 3.9 <u>Prepaid Calling Card Service</u>

- 3.9.1 Prepaid Calling Card Service is offered by the Company and provides the Customer with access twenty-four hours a day, seven days a week to prepaid toll calls within the United States through a Company specified access code. Once made, the call is transferred via automated assistance for completion by the Company and charged against a prepaid card with an available balance on a unit basis. Each unit is equal to one minute. Customers are notified of their remaining card balance each time a call is placed and are notified during a call when the balance is about to be depleted. The card's access number, number of units, authorization code and expiration date are provided to the customer at the time of purchase.
- 3.9.2 Each fractional minute will be rounded up to the next minute. Each unit is priced at the prevailing rate as set forth in Section 4 herein. Each card will have a specified expiration date printed on the card within which all units must be used. Payment by the Customer for the Prepaid Calling Card Service is due in advance or upon receipt of the prepaid card. While the Company will not refund any unused units, the Company reserves the right to recall all unused Prepaid Calling Cards and refund to Customers any remaining balances on the recalled cards.

# **3.** General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

- 3.9 <u>Prepaid Calling Card Service</u> (Cont'd)
  - 3.9.3 Prepaid Calling Card Service can be accessed through a touchtone telephone only.
  - 3.9.4 Prepaid calling cards may be purchased in dollar amounts determined by the Company on a rate per unit basis determined by the Company, subject to availability. The number of available Prepaid Calling Cards is subject to technical limitations. Such cards are offered to Customers on a first come first serve basis.
  - 3.9.5 Calls to 500, 700, 800, and 900 numbers, all operator services calls, directory assistance, busy line verification and interrupt services, calls requiring the quotation of time and charges and conference calls may not be completed with the Company's Prepaid Calling Card Service.
  - 3.9.6 The Customer assumes complete liability for the card in the event it is lost, stolen or if unauthorized use of the card has occurred.
  - 3.9.7 Unless specifically noted to the contrary, calls made utilizing a prepaid calling card are independent of any other product, promotion or term plan offered by the Company.

#### 3.10 Directory Assistance Service

- 3.10.1 The Company will provide Directory Assistance Service for the convenience of its customers in obtaining telephone numbers.
- 3.10.2 All customers shall be charged the rates identified herein.

#### 3.11 Personal Access Code

This feature provides for tracking of long distance charges by access codes. A numerical code enables identification of individual users or groups of users on an account and to allocate costs of service accordingly. Access codes are verified against a predefined list of codes. The monthly rate for this feature is for each access line.

3.12 <u>Discounts for Persons with Communication Disabilities and Telecommunication Relay</u> <u>Service</u>—See Armstrong-Ohio Tariff No. 1

# **3.** General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

3.13 Emergency Services Calling Plan

Message toll telephone calls are offered at no charge to governmental emergency service agencies as set forth in 3.13.1 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 an emergency call as set forth in 3.13.2 following:

- 3.13.1 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.
- 3.13.2 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.

#### 4. Rates for Intrastate Message Telecommunications Service

4.1 <u>Returned Check Charge</u>

Per Occasion \$25.00

#### 4.2 Armstrong Base Rate (Intralata Only or Interlata Only)

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of Ohio are as follows:

Per Minute (Monday – Sunday, All Day)	\$0.12
Monthly Rate	\$1.95

This service is only offered to customers who are presubscribed to Armstrong Telecommunications, Inc. Intralata service only or Interlata service only. Customers who are presubscribed to both Armstrong Telecommunications Inc. Intralata and Interlata service will not be permitted to subscribe to this service.

#### 4.3 <u>Armstrong Total Advantage (Intralata and Interlata Only)</u>

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of Ohio are as follows:

Minutes of Use	<u>Per Minute Rate</u> (Monday – Sunday, All Day)	Monthly Rate
0 – 250	\$0.10	\$0.00
251 – 500	5% Discount Off \$0.10	\$0.00
501 – Over	10% Discount Off \$0.10	\$0.00

This service is only offered to customers who are presubscribed to Armstrong Telecommunications, Inc. for both Intralata and Interlata service. Customers who are presubscribed to Armstrong Telecommunications, Inc. Intralata service only or Armstrong Telecommunications, Inc. Interlata service only will not be permitted to subscribe to this service.

## 4. Rates for Intrastate Message Telecommunications Service (Cont'd)

# 4.4 <u>800 Service</u>

There is a one-time charge for establishing 800 Service and a monthly subscription charge, as well as per-minute usage charges for all calls received.

	Rate
One-Time Charge For Establishing Service	\$5.00
Monthly Recurring Subscription Charge	\$2.00
Per-Minute Usage Charges	
Per Minute (Monday-Sunday, All Day)	\$0.15

# 4.5 <u>Calling Card Service</u>

Rates for calling card service for all points in the State of Ohio. The rates are as follows:

	Rate
Per Minute (Monday-Sunday, All Day)	\$0.30

# 4.6 <u>Prepaid Calling Card Service</u>

The Debit Card may be available for one, some, or all of the amounts listed below. The perunit rates will differ, depending on the total calling value of the Debit Card, as shown.

Debit Card Values	Per Unit Rate	Number of Units
\$ 5.00	\$0.25	20
\$10.00	\$0.25	40
\$20.00	\$0.20	100
\$25.00	\$0.20	125

#### 4. Rates for Intrastate Message Telecommunications Service (Cont'd)

4.7 <u>Directory Assistance Service</u>

Charge Per Number \$1.35

# 4.8 <u>Dial-Around Compensation Surcharge for Payphones</u>

4.8.1 A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Surcharge applies to:

Calling Card service Collect calls Third party billed Directory Assistance calls Pre-paid card service

4.8.2 The Surcharge does not apply to:

Calls paid for by inserting coins Calls placed from stations other than public/semi-public payphones Calls placed to the Ohio Telecommunications Relay Service for the hearing impaired Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

4.8.3 The Dial Around Compensation Surcharge rate is \$0.30.

#### 4. Rates for Intrastate Message Telecommunications Service (Cont'd)

4.9 <u>Personal Access Code</u>

Rates for Personal Access Code Service for residential and business customers for all points within the State of Ohio. The rates are as follows:

4.9.1 One Time Charge for Establishing Service

		<u>Rate</u>
	Per Account	\$5.00
4.9.2	Monthly Recurring Charge	
	Residential, Per Line	\$1.00
	Business, Per Line	\$2.00
Discounts for Communicatively Impaired		

4.10 Discounts for Communicatively Impaired

Discount from applicable message toll service rates 70%