

## **Service Catalog TSC Long Distance Service**

1. This document contains the rules, regulations and rates for intrastate long distance services offered to Telephone Service, Inc. customers not located in TSC's Intrastate Toll Tariff No. 1. Please see PUCO Tariff No.1 for additional information.
  
2. Use of Operator Services
  - (A) General

The rates and regulations contained in this document do not apply to services provided by a local exchange company or other common carrier for use in accessing the services of the Company.
  
  - (B) Responsibilities of the Company

As an operator services provider, Company shall:

    - (1) identify itself, audibly and distinctly, to the consumer at the beginning of each telephone call and before the consumer incurs any charge for the call;
    - (2) permit the consumer to terminate the telephone call at no charge before the call is connected;
    - (3) disclose immediately to the consumer, upon request and at no charge to the consumer:
      - (a) a quote of its rates or charges for the call;
      - (b) the methods by which such rates or charges will be collected; and
      - (c) the methods by which complaints concerning such rates, charges, or collection practices will be resolved.
    - (4) ensure, by contract, that each aggregator for which such provider is the presubscribed provider of operator services is in compliance with the requirements of paragraph 2 (C) (1) through (3) following;
    - (5) withhold payment (on a location-by-location basis) of any compensation, including commissions, to aggregators if such provider reasonably believes that the aggregator is blocking access to intrastate common carriers in violation of paragraph 2 (C) (1) through (3) following;
    - (6) not bill for unanswered telephone calls in areas where equal access is available;
    - (7) not knowingly bill for unanswered telephone calls where equal access is not available;

2. Use of Operator Services (Continued)

- (B) not engage in call splashing, unless the consumer requires to be transferred to another provider of operator services, the consumer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the consumer than consent to be transferred.
- (C) Responsibilities of the Customer

A customer to the operator services described herein (commonly referred to as aggregators, such as hotels and hospitals) shall:

- (1) post on or near the telephone instrument, in plan view of Consumers;
  - (a) the name, address, and toll-free telephone number of the Provider of Operator Services; and
  - (b) a written disclosure that the rates for all operator-assisted calls are available on request, and that Consumers have a right to obtain access to the intrastate common carriers of their choice and may contract their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
  - (c) the name and address of the enforcement division of the Common Carrier Bureau of the Commission, to which the Consumer may direct complaints regarding Operator Services; and
- (2) ensure that each of its telephones presubscribed to Provider of Operator Services allows the Consumer to use "800" and "950" access code numbers to obtain access to the Provider of Operator Services desired by the Consumer; and
- (3) ensure that no charge by the Aggregator to the consumer for using "800" or "950" access code number, is greater than the amount the Aggregator charges for calls placed using the Presubscribed Provider of Operator Services.

3. Liability of the Company

- (A) The Company shall be indemnified and held harmless by the Customer against:
  - (1) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material transmitted over the Company's facilities; and
  - (2) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and
  - (3) All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

- (B) The Company shall be indemnified and held harmless from any and all loss, claims, demands, suits, or other action, whether suffered, made, instituted, or asserted by the Customer or by any other party or persons, for any personal injury to, or death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use that is not the direct result of the company's negligence. No agents or employees of other carriers shall be deemed to be agent or employees of the Company.
  
- (C) 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, and not caused by the negligence of the Company, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period during which the call was affected. No other liability shall in any case attach to the Company.
  
- (D) The Company and/or Customer shall not be liable to the other for any failure of performance due to causes beyond its control including fire, flood, epidemic, earthquake, other acts of God, explosion, strike or other labor disputes, riot or civil disturbance, war (whether declared or undeclared) or armed conflict, failure of common carrier or "carrier's carrier" or municipal ordinance, any state or federal law, governmental order or regulation or order of any court, or any other occurrence not within the control of Carrier or Customer, as the case may be.
  
- (E) Approval of limitation of liability language by the PUCO does not constitute a determination of 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.

#### 4. Use of Service

Intrastate TSC Long Distance may only be used to transmit communications of the customer and authorized users in a manner consistent with the terms of this document and the policies and regulations of the Federal Communications Commission (FCC) and local authorities having jurisdiction over the service. 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.

5. Payment Arrangements

(A) Payment for Service

The Customer is responsible for the payment of all charges for services furnished for the Customer.

(B) Taxes and Other Surcharges

Customer shall pay all sales, use, gross receipts, excise, access, or other Local, State and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes shall be separately stated on the applicable invoice.

(C) Billing and Payment of Charges

The customer is responsible for payment of all charges incurred by the Customer or users for services furnished to the Customer by Company.

Recurring charges shall be billed in advance after the Service Date is determined and will be due no later than thirty (30) days after the date of the invoice. Usage charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice. State and Federal agencies may be billed in arrears.

In the event that Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, Company shall be entitled to make a reasonable estimate of Customer's usage of Services in the period in question for billing purposes.

(D) Billing Disputes

In the event of a dispute between a Customer and Company regarding charges billed by Company, Company will investigate the particular case and report the results thereof to the Customer. During the period that the disputed amount is under investigation, Company will not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, Company may discontinue service.

(E) Discontinuance of Service

If Customer fails to pay timely any amount required and such failure continues for ten (10) days after written notice to Customer, Company at its sole option may discontinue existing services, suspend existing services, or refuse to accept orders for additional services, and/or pursue any other remedies as may be provided at law or in equity. Company shall incur no liability for such discontinuance, suspension or refusal to accept orders. The Company will abide by orders of the Public Utilities Commission of Ohio in Case No. 95-790-TP-COI as respects application of payments and discontinuation of service.

6. Application of Rates

(A) TSC Long Distance

TSC Long Distance is offered on a Direct Distance Dialed basis or an Operator Assisted basis. The rates are specified in this document following.

TSC Long Distance is a long distance product offered to customers throughout Telephone Service Company's entire service territory.

TSC Long Distance is only offered to customers who select TSC Long Distance Direct Dial service for both the Intralata and Interlata jurisdictions.

The unit of measure used for timing of messages is one minute increments, except for the Quatro Business Plan where, after the initial period of thirty (30) seconds, calls are billed in six (6) second increments.

Fractional rates will be rounded to the nearest penny using the conventional rounding method.

(B) Promotional Rates

Telephone Service, may offer discounted promotional rates for one or more of its services to increase customer awareness and/or customer customership of these services. Promotions are limited to (1) reductions in the monthly recurring charges and/or non-recurring charges for these services or, (2) waiver of monthly recurring charges and/or non-recurring charges for these services.

(C) Long Term Service Contract

Customers entering into a 12-month, a 24-month, or longer service contract will have rate and charge options available to them for some or all of the services to which they subscribe. The rates and charges will be determined on an individual customer contract basis and subject to review by the Public Utilities Commission of Ohio.

Customers who terminate the One and Only Rate Business Plan before the end of the 12-month term will be assessed a termination charge equal to ten (10) percent of the highest monthly toll billing during the 12-month term.

(D) Rates Applicable for Hearing and Speech Impaired Persons

a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities, including those 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.

6. Application of Rates (Continued)

- b. 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 TSC Long Distance 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 TSC Long Distance rates.

(E) Emergency Services Calling Plan

Message toll telephone calls, to governmental emergency service agencies as set forth 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 an 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, 265 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 the 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.

7. Operator Assisted Calls

The rates and charges for operator assisted intrastate calls handled by the Company included an operator surcharge applicable on each billed intrastate message and the measured usage charges.

The measured usage charges apply to all Operator Assisted Calls and to Customer Dialed or Operator Assisted Credit Card Calls. The measured usage charges are applied uniformly to residence and business customers as described in this document preceding.

(A) Operator Assisted Surcharges

The applicable Operator Assisted Surcharge is assessed on the initial one minute rate period for each intrastate billed Operator Assisted call (except Directory Assistance). The service charge rate does not vary based on mileage bands nor the rate period.

- (1) Directory Assistance – charge per each intrastate listing provided, other than local numbers within the local-exchange service area of the Company (applicable for Direct Dialed Requests, 0-Dialed Requests, 0+ Dialed Requests and Credit Card Calls).
- (2) Operator Dialed Calls – charge per each call placed by an Operator. Includes Third Number Billed, which allows a call to be billed to a station other than the calling or called station, and Collect calls, which allows a call to be billed to the called station, if accepted by the called party. Also includes Operator Dialed Calls billed to a Credit Card.
- (3) Operator Station – surcharge applies when calls are completed with the assistance of an operator. This includes Sent – Paid Coin.
- (4) Person to Person – allows the person originating the call to specify the party to be reached.
- (5) Calling Card Surcharge – charge per call for billing to any Calling Card. Included customer Dialed, Operator Dialed, and Operator Must Assist.
- (6) Operator Access Surcharge – operator is asked to connect to another operator.

(B) Maximum Rates for Operator Assisted Service Charges

	<u>Maximum</u>
Directory Assistance	\$ .95
Operator Assistance	
Collect	\$ 2.25
Billed to Third Party	\$ 2.35
Sent-Paid – Non Coin	\$ 2.30
Person-to-Person	\$ 4.80
Station-to-Station	\$ 2.30

(C) Current Rates for Operator Assisted Service Charges

See Price List

8. Inbound Toll-Free Number Service

The Company's Inbound Toll-Free Number Service is an 800/888 number service available for customer use twenty-four (24) hours a day, seven (7) days a week.

Service is terminated through switched access lines. Calls may originate from any valid exchange and terminate to the customer's location at no charge to the calling party.

See price list for current rates.

9. Calling Card Service

Upon application, and at the Company's satisfaction as to the credit worthiness of a Customer, the company may issue the Customer a Calling Card. Upon use of the authorization code issued with the calling card, the Customer will access the service.

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.

Calls made using the Calling Card will be assessed a per call surcharge and per minute usage rates.

Maximum Calling Card Rates.

Surcharge	\$ 0.90
Usage Charges	\$ 0.50

See Price List for Current Rates.

10. Inbound Toll-Free Number Service

The Company's Inbound Toll-Free Number Service is an 800/888 number service available for customer use twenty-four (24) hours a day, seven (7) days a week.

Service is terminated through switched access lines. Calls may originate from any valid exchange and terminate to the customer's location at no charge to the calling party.

See price list for current rates.

A. Inbound Toll-Free Number Service Term Plan

The \$5.00 monthly recurring charge will be waived for customers who enter into a 12-month contract. Upon early termination of the 12-month contract, customers will be charged the \$5.00 monthly recurring charge.

B. Multi-Service Discount

The Company provides discounts on selected services to those customers who also enroll in other Company services.

Failure to meet eligibility requirements will result in termination of discounts provided under the plan. Upon termination, any remaining services will continue to be provided under non-discounted rates applicable for the remaining service unless otherwise requested.

Customers terminating a multi-service discount program may enroll in any other optional calling services offered by the Company, but it is the responsibility of the customer to request enrollment in an optional plan.

Availability of other optional plans to the customer is pursuant to plan and services requirements as described in this document.

Plans subject to availability of facilities and local billing capabilities.

1. Inbound Toll-Free Number Service Discount Plan

a Service Discounted:

- . Inbound Toll-Free Number Service

b Rate Element Discounted:

- . Customers of this plan receive a discount of \$2.50 per month off the applicable non-discounted monthly service charge.

c Eligibility Requirements:

- . A customer must subscribe to Inbound Toll-Free Number Service and be a presubscribed direct dial customer of Telephone Service Company.

2. Direct Dial Discount Plan

a Service Discounted:

- . Direct Dial Service

b Rate Elements Discounted:

- . Customers who choose to sign up for one of the optional bundled packages will receive a discounted rate per minute.

c Eligibility Requirements:

- . A customer must subscribe to basic local exchange service with either Telephone Service Company or its affiliate, TSC Communications, Inc.

d Usage Charges:

- . See Price List.

## PRICE LIST

**EFFECTIVE: August 1, 2006**

### MEASURED USAGE CHARGES

A. IntraLATA and InterLATA Distance Dialed calls -

#### ALL FOR ONE RESIDENTIAL PLAN:

One rate plan. \$0.07 per minute. Anytime: 24 hours a day, 7 days a week, 52 weeks per year. Time of day, holiday, and weekend discounts do not apply.

#### ALL FOR ONE BUSINESS PLAN:

Basic rate plan: \$0.18 per minute. Anytime: 24 hours a day, 7 days a week, 52 weeks per year.

#### Discounts:

- a. If total usage (intrastate and interstate) is \$49.99 or less, a 13.9% discount applies to the total billed toll.
- b. If total usage (intrastate and interstate) is between \$50.00 - \$99.99, a 25% discount applies to the total billed toll.
- c. If total usage (intrastate and interstate) is \$100.00 or more, a 36% discount applies to the total billed toll.

#### THE ONE AND ONLY RATE BUSINESS PLAN:

\$0.06 per minute with 12-month service contract. Anytime: 24 hours a day, 7 days a week, 52 weeks per year. No other discounts apply. See Page 14 for Long-Term Service Contract obligations.

#### QUATRO BUSINESS PLAN

This plan is designed for customers whose bills are at least \$1,500.00 per month. Calls are billed at \$.04 per minute, 24 hours a day, 7 days a week, anywhere in the U.S., including Alaska and Hawaii. No contract is required.

For billing purposes, after the initial period of thirty (30) seconds, calls are billed in six (6) second increments.

**PRICE LIST**

**EFFECTIVE: August 1, 2006**

<u>Optional Bundled Packages:</u>	<u>Rate Per Minute</u>
<u>TSC New Elite</u>	\$ .07
<u>TSC New Ultra</u>	\$ .07

Long distance customers in the Cridersville and Wapakoneta, Ohio exchanges will receive a reduced rate of \$.05 per minute for calls terminating to the following exchanges in Ohio: St. Mary's, Minster, New Bremen, and New Knoxville. In addition, Wapakoneta customers will be able to call Lima for \$.05 per minute.

Long distance customers in the St. Mary's, Ohio exchange will receive a reduced rate of \$.05 per minute for calls terminating to the following exchanges in Ohio: Minster and Lima.

Note: Optional Bundled Packages are only available to residential customers where services and facilities exist.

**Operator Assisted Service Charges**

Directory Assistance	\$ .95
Operator Assistance	
Collect	\$2.25
Billed to Third Party	\$2.35
Sent-Paid-Non Coin	\$2.30
Person-to-Person	\$4.80
Station-to-Station	\$2.30

**USF Surcharge**

In accordance with Section 5.(B) of this document, all billed revenues (net of any discounts applied) of this document will be subject to a Universal Service Fund surcharge.

Surcharge amount: 3.5%

**PRICE LIST**

**EFFECTIVE: October 1, 2003**

Inbound Toll-Free Number Service

Non-recurring Charges:	\$10.00
Monthly recurring Charges:	\$ 5.00 *
Usage Charges:	\$ 0.10/minute

\* Waived with 12-month service contract. See Page 24.

Calling Card Service

Direct Dial Surcharge	\$ 0.50
Usage Charges	\$ 0.30

Inbound Toll-Free Number Service Discount Plan

\$2.50 per month discount of applicable non-discounted monthly service charge