

TITLE SHEET

RHODE ISLAND TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold toll telecommunications services by PNG Telecommunications, Inc. ("PNG") within the State of Louisiana. PNG's principal offices are located at 100 Commercial Drive, Fairfield, OH 45014. This Tariff is on file with the Rhode Island Division of Public Utilities and Carriers ("DPUC") and copies may be inspected during normal business hours at the DPUC and at PNG's principal place of business.

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Issued: May 8, 2008

Effective: July 1, 2008

Issued by: Bernie Stevens, President
PNG Telecommunications
100 Commercial Drive
Fairfield, Ohio 45014

CHECK PAGE

The effective date of each page contained in this Tariff is shown at the bottom of the respective page. Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>PAGE</u>	<u>REVISION</u>
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* indicates page is included in this filing

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SYMBOLS

The following symbols are used for the purposes indicated below:

- C - To signify Changed Regulation
- D - Delete or Discontinue
- I - Change Resulting in an Increase to a rate
- M - Moved from another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a rate
- S - Matter Appearing Elsewhere or Repeated for Clarification
- T - Change in Text but no Change to Rate or Charge
- V - Signifies Vintage Tariff
- Z - Correction

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new Pages are occasionally added to the tariff. When a new Page is added to the Tariff between Pages which are already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be Page 14.1.
- B. Page Revisions - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current version of the page on file with the DPUC. For example, the 4th revision of page 14 would cancel the 3rd revision of that page. Because of the various suspension periods, deferrals, etc. the DPUC follows in their tariff approval process, the most current page number on file with the DPUC is not always the tariff page in effect. Consult the Check Page for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph numbering designating paragraphs, subparagraphs, etc. Each level of coding is a division of the next higher level paragraph:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Pages - When a tariff filing is made with the DPUC, an updated Check Page accompanies the tariff. The check page lists the pages contained in the tariff and provides a cross reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. All revisions made in a given filing are designated by

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TARIFF FORMAT (cont.)

D. Check Pages (cont.)

an asterisk (*). There will be no other symbols used on this page if there are the only changes made to it (i.e. the format, etc. remains the same; revision levels on some pages have merely been revised). The tariff user should refer to the latest Check Page to find out if a particular page is the most current on file with the DPUC.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

- 1.1 Authorization Code - A numerical code, one or more of which may be assigned to a Customer, which enables PNG to identify the Customer's call for the purpose of tracking and billing the call. All authorization codes will be the sole property of PNG and no Customer will have any property or other right or interest in the use of any particular authorization code.
- 1.2 Company or Carrier - PNG Telecommunications, Inc.
- 1.3 Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for PNG's telecommunications services and is responsible for payment for PNG's services.
- 1.4 Day - From 8:00 A.M. up to but not including 5:00 P.M., every day including Saturday and Sunday.
- 1.5 Delinquent Bill - Any bill not paid within 30 days of the date on which the bill was rendered.
- 1.6 Discontinuance of Service - Temporary disconnection of telephone service initiated by PNG and not requested by the Customer.
- 1.7 Division - Rhode Island Division of Public Utilities and Carriers.
- 1.8 Facilities Based Carrier - A company owning equipment for the purpose of providing telecommunications services to the public.
- 1.9 Holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- 1.10 Interruption - The inability to complete calls due to equipment malfunction or human errors. Interruption will not include, and no allowance will be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Any Interruption allowance provided within this Tariff by PNG will not apply where service is interrupted by the Customer or where PNG, pursuant to the terms of this Tariff, terminates service because of

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nonpayment of bills, unlawful or

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (cont.)1.10 Interruption (cont.)

improper use of PNG's service, or any other reason covered by this Tariff or by applicable law.

1.11 Local Access and Transport Area (LATA) - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communication services.

1.12 Local Exchange Company (LEC) - Entity providing local exchange telecommunications services.

1.13 Non-Day - From 5:00 P.M. up to but not including 8:00 A.M., every day including Saturday and Sunday.

1.14 Primary Interexchange Carrier - The Interexchange Carrier to whom a customer's interexchange or interLATA calls are automatically routed by the LEC pursuant to the customer's instructions.

1.15 Removal of Service - Permanent disconnection of telephone service initiated by PNG and not by the Customer.

1.16 Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other communications.

1.17 Travel Card - A postpaid calling card issued by PNG which allows Customers to make telephone calls and charge the calls to a credit account. Calls charged to a PNG-issued credit travel card will appear on the Customer's regular monthly bill.

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SECTION 2. TERMS AND CONDITIONS

- 2.1 Application of Tariff - This Tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by PNG for communications originating or terminating throughout the State of Louisiana. The company's services are provided, subject to availability, on a monthly basis and are accessible 24 hours a day, seven days a week.
- 2.2 No Joint Undertaking - PNG's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the services of underlying Facilities Based Carriers.
- 2.3 Switching Primary Interexchange Carriers - PNG may act as the customer's agent for ordering access to connection facilities provided by other carriers or entities, when authorized by the customer, to allow provision of services by PNG. The customer will be responsible for all charges due for such service arrangement. All orders for switching a customer's Primary Interexchange Carrier will be verified according to the procedures set forth by the Federal Communications Commission in 47 C.F.R. §§64.1100-64.1101.
- 2.4 Liability of PNG
- 2.4.1 General Limitation of Liability - The liability of PNG, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount equivalent to the charge to the Customer for the service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occurred. Under no circumstances shall PNG be liable for any consequential, special, indirect, incidental or exemplary damages.
- 2.4.2 Liability for Acts of Customer - Any mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from facilities or equipment used by Customer, shall not result in the imposition of any liability whatsoever upon PNG.

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SECTION 2. TERMS AND CONDITIONS (cont.)2.4 Liability of PNG(cont.)

2.4.3 Liability for Acts of Other Carriers or Government - PNG shall not be liable for the quality of service provided by any local exchange carrier (LEC). PNG is not liable for any act, omission or negligence of any LEC or other provider whose facilities are used in furnishing any portion of the service received by Customer. In addition, PNG shall not be liable for any failure of performance hereunder due to necessary network reconfigurations; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over PNG.

2.4.4 Force Majuer - PNG shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to civil disorders; labor problems; and fire, flood, atmospheric conditions or other phenomena of nature.

2.5 Responsibilities of Customer

2.5.1 Compliance with Law - The Customer will comply with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided.

2.5.2 Payment of Charges - The Customer is responsible for payment of the charges set forth in this Tariff.

2.5.3 Compliance with Tariff - The Customer is responsible for compliance with the applicable terms and conditions of service set forth in this Tariff.

2.5.4 Hold Harmless - The Customer will indemnify and save PNG harmless from all liability disclaimed by PNG as specified in Section 2.3 above, arising in connection with the provision of service by PNG, and will protect and defend PNG from any suits or claims against PNG in connection therewith. PNG will notify the Customer of any suit or claim against PNG of which it is aware.

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SECTION 2. TERMS AND CONDITIONS (cont.)

2.5 Responsibilities of Customer (cont.)

2.5.5 Security of Authorization Code - It is the Customer's responsibility to secure its Authorization Code from unauthorized use.

2.6 Discontinuance, Removal or Interruption of Service

2.6.1 Discontinuance of Service

2.6.1.A. Residential Customers - Without incurring liability, PNG may discontinue services to a Customer upon written notice or may withhold the provision of ordered services subject to the procedures set forth in Section 2.6.3.A of this tariff:

1. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over PNG's services,
2. By reason of the Customer's insolvency,
3. By reason of any order or decision of any state or federal court, the DPUC, the FCC or other federal or state regulatory body or other governing authority prohibiting PNG from providing services,
4. For violation of any of the provisions of this Tariff,
5. For fraudulent procurement or use of PNG services by the Customer, including abnormally high usage when the Customer's bill is past due.
6. For any delinquent bill over \$50.

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SECTION 2. TERMS AND CONDITIONS (cont.)

2.6 Discontinuance, Removal or Interruption of Service (cont.)

2.6.1 Discontinuance of Service (cont.)

2.6.1.B Business Customers - Without incurring liability, PNG may discontinue services to a Customer or may withhold the provision of ordered services subject to the procedures set forth in Section 2.6.3.B of this tariff:

1. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over PNG's services,
2. By reason of the Customer's insolvency,
3. By reason of any order or decision of any state or federal court, the DPUC, the FCC or other federal or state regulatory body or other governing authority prohibiting PNG from providing services,
4. For violation of any of the provisions of this Tariff,
5. For fraudulent procurement or use of PNG services by the Customer, including abnormally high usage when the Customer's bill is past due.
6. For any delinquent bill.

2.6.2 Removal of Service - PNG may remove any Customer from service for the causes specified in paragraphs 2.6.1.A and 2.6.1.B 10 days after appropriate notice of discontinuance and discontinuance of service. If the Customer instructs PNG to remove his service with PNG, no notice will be given.

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SECTION 2. TERMS AND CONDITIONS (cont.)

2.6 Discontinuance, Removal or Interruption of Service (cont.)

2.6.3 Procedures for discontinuance of existing service (cont.)

2.6.3.A Residential Customers - PNG may discontinue service to any residential Customer upon 15 days written notice. The notice will include the following information:

1. Name, address and telephone number of customer.
2. Statement of the reason for the proposed discontinuance of service.
3. The date on or after which service will be discontinued unless appropriate action is taken.
4. The length of time between discontinuance and removal of service.
5. The service charge for re-establishment of service after removal.
6. PNG's toll-free customer service number.
7. A statement of the Customer's right to refer disputes to the Commission after an attempt to resolve the dispute with PNG.

2.6.2.B Business Customers - PNG may remove service to any business Customer upon 10 days written notice. The notice will include the following information:

1. Name, address and telephone number of customer.
2. Statement of the reason for the proposed removal of

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service.

SECTION 2. TERMS AND CONDITIONS (cont.)

2.6 Discontinuance, Removal or Interruption of Service (cont.)

2.6.2 Procedures for discontinuance of existing service (cont.)

2.6.2.B Business Customers (cont.)

3. The date on or after which service will be removed unless appropriate action is taken.
4. The service charge for re-establishment of service after removal.
5. PNG's toll-free customer service number.
6. A statement of the Customer's right to refer disputes to the Commission after an attempt to resolve the dispute with PNG.

2.6.4 Interruption of Service - Credit allowance for the interruption of service which is not due to testing or adjusting by Facilities Based Carriers, negligence of the customer, violation of the provisions of this Tariff or failure of equipment provided by the Customer are subject to the provisions of Section 2.4 of this Tariff. It will be the obligation of the Customer to notify PNG immediately of any interruption of service for which credit is desired. Before giving such notice, the Customer will ascertain that the interruption is not the result of any act or omission of the Customer or the failure of any equipment provided by the Customer.

2.6.4.A During any interruption of PNG service, the Customer may access any competitor's network by using the competitor's 10xxx code. The Customer will be credited the difference in the cost of using the competitor's service and the cost of using PNG's service had it not

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been interrupted.

- 2.6.4.B When the Customer notifies PNG of the service interruption, the Customer will be provided with the 10xxx code of another Facilities Based Carrier and will subsequently be credited the difference between the cost of using the Facilities Based Carrier and the cost of PNG's

SECTION 2. TERMS AND CONDITIONS (cont.)

2.6.3 Interruption of Service (cont.)

service had it not been interrupted.

- 2.7 Billing Arrangements - Customers are billed directly by PNG. PNG will render bills monthly. Payment is due upon receipt. PNG may impose a late payment charge of 1.5% on any bill not paid within 30 days of receipt. A charge of \$20 will be assessed for checks returned for insufficient funds.
- 2.8 Creditworthiness - PNG may, with its customers' written permission, obtain credit reports on its Customers for purposes of determining a Customer's creditworthiness.
- 2.9 Contested Charges - All bills are presumed accurate, and will be binding on the Customer unless an objection is received by PNG. The Customer may notify PNG of its objection either by phone at PNG's toll-free customer service number (1-800-860-9495) or in writing. A PNG representative will then try to resolve the dispute over the phone. In the case of a billing dispute between the Customer and PNG which cannot be settled with mutual satisfaction, the Customer may request and PNG will provide a detailed review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the Customer's service may be discontinued. PNG will notify the Customer of the results of PNG's review in writing by ordinary U.S. Mail. The notification will include the following language:

If you remain dissatisfied with our resolution of your complaint, you may contact the Division of Public Utilities and Carriers, 100

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Orange St., Providence, RI 02903.

- 2.11 Deposits - PNG does not require a deposit from the Customer.
- 2.12 Taxes - All federal excise taxes and state and local sales taxes are billed as separate items and are not included in the quoted rates.
- 2.13 Promotions - PNG may from time to time offer promotional services with the approval of the DPUC.

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SECTION 3 DESCRIPTION OF SERVICES3.1 Description of Services

PNG provides interexchange telecommunications services including 10xxx dialing or dial 1+ service, 800 service and travel card service. PNG offers all of the above described services throughout the State of Rhode Island. These services are offered directly to end users and are not offered for resale.

3.2 Dial 1+ Service or 10xxx Interexchange Service

Customers are provided access to interexchange service purchased by PNG from Facilities Based Carriers by dialing a 10xxx code.

3.3 800 Service

800 Service is an inbound-only service in which callers located within the state may place toll-free calls to a telephone with a predesignated 800 access number assigned to the Customer.

3.4 Travel Card Service

Callers are issued one or more travel cards which allow them to place long distance calls from any touch tone phone and have the charges for the call billed to their account with PNG.

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SECTION 4 - RATES

4.1 PNG "Easy One" Service.

"Easy One" Dial 1+ Service is designed for customers whose peak calling period is between 8:00 A.M. and 5:00 P.M. The service is offered at a flat rate per minute regardless of distance or time of call. Calls are billed on full minute intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$2.50 applies to this service.

Per minute rate: \$.199

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4.2 PNG "Easy Call" Service.

"Easy Call" Dial 1+ Service is designed for customers whose peak calling period is between the hours of 5:00 P.M. and 8:00 A.M. The service is offered at a flat rate per minute regardless of distance called. Calls are billed on one minute intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$2.50 applies to this service for all monthly bills less than \$10.00.

Per minute rate: \$.199

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SECTION 4 - RATES

4.3 PNG "Easy 800" Service.

"Easy 800" Service is designed for businesses. The service is offered at a flat rate per minute regardless of distance called. Calls are billed on full minute intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$2.50 applies to this service for all monthly bills less than \$10.00.

Per minute rate: \$.139

Monthly Recurring Charge: \$3.99

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4.4 PNG "Personal 800" Service.

"Personal 800" Service is designed for residential customers. The service is offered at a flat rate per minute regardless of distance called. A PIN code is included with the service which callers must use to complete the call, a process which serves to screen out wrong numbers meant for commercial 800 numbers. Calls are billed on full minute intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A minimum monthly charge of \$3.00 applies to this service.

Per minute rate: \$.18

Monthly Recurring Charge: \$2.99

4.5 PNG "Easy Card" Travel Card Service.

PNG "Easy Card" Travel Card Service is offered to both business and residential customers. The service is offered at a flat rate per minute regardless of distance called. Calls are billed on full minute intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$2.50 applies to this service for all monthly bills less than \$10.00.

Per minute rate: \$.249

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