

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services by PNG Telecommunications, Inc ("PNG") within the State of Arizona. PNG's principal offices are located at 100 Commercial Drive, Fairfield, Ohio 45014. This Tariff is on file with the Arizona Corporation Commission and copies may be inspected during normal business hours at PNG's principal place of business. (C)

Issued: April 18, 2008

Effective: June 1, 2008

Issued by Bernard Stevens, President
PNG TELECOMMUNICATIONS, INC
100 Commercial Drive
Fairfield, Ohio 45014

CHECK SHEET

The effective date of each sheet contained in this Tariff is shown at the bottom of the respective sheet. Original and revised sheets 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>SHEET</u>	<u>REVISION</u>
1	1 st Revised
2	1 st Revised
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	1 st Revised
18	1 st Revised
19	Original

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SYMBOLS

The following symbols are used for the purposes indicated below

- D - Delete or Discontinue
- I - Change Resulting in Increase to Customer's Bill
- M - Moved from Another Location in Tariff with No Change to Text
- N - New
- R - Change Resulting in Reduction to Customer's Bill
- T - Change in Text or Regulation with No Change in Rate or Charge

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SCHEDULE FORMAT

- A **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added to the Tariff between sheets which are already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be sheet 14.1.
- B **Sheet 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 ACC. For example, the 4th revision of Sheet 14 would cancel the 3rd revision of that sheet.
- C **Paragraph Numbering Sequence** - There are nine levels of paragraph numbering designating paragraphs, sub-paragraphs, 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).1
2.1.1.A.1(a).1(i)
2.1.1.A.1(a).1(i).1
- D **Check Sheets** - When a Tariff filing is made with the ACC, an updated Check Sheet accompanies the Tariff. The check sheet lists the sheets contained in the Tariff and provides a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are

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SCHEDULE FORMAT (cont.)

D Check Sheets (cont.)

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 sheet to find out if a particular sheet is the most current on file with the Commission

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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 shall be the sole property of PNG and no Customer shall have any property or other right or interest in the use of any particular authorization code.
- 1.2 **Commission** - Arizona Corporation Commission
- 1.3 **Company or Carrier** - PNG Telecommunications, Inc.
- 1.4 **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.
- 1.5 **Day** - From 8:00 AM up to but not including 5:00 PM, every day including Saturday and Sunday.
- 1.6 **Facilities Based Carrier** - A company owning equipment for the purpose of providing telecommunications services to the public.
- 1.7 **Holidays** - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (cont.)

- 1.8 **Interruption** - The inability to complete calls due to equipment malfunction or human errors. Interruption shall not include, and no allowance shall 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 shall not apply where service is interrupted by the Customer or where PNG, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of PNG's service, or any other reason covered by this Tariff or by applicable law.
- 1.9 **Local Access and Transport Area (LATA)** - A geographical area established by the U.S. District Court for the District of Columbia in *United States v. American Telephone & Telegraph Co., et al.*, 552 F. Supp. 131 (1982) within which a local exchange company provides communication services.
- 1.10 **Local Exchange Company (LEC)** - Entity providing telecommunications services within a LATA.
- 1.11 **Measured Charge** - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.
- 1.12 **Non-Day** - From 5:00 PM up to but not including 8:00 AM, every day including Saturday and Sunday.
- 1.13 **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.
- 1.15 **Travel Card** - A postpaid calling card issued by PNG which allows Customers to make telephone calls and charge the calls to a credit or debit 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 Undertaking of PNG Telecommunications, Inc.

- 2.1.1 Application of Tariff - This Tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by PNG. PNG services are furnished for communications originating or terminating at specified points within the State of Arizona under the terms of this Tariff. PNG's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff. PNG services are offered only to end users and are not intended for resale.
- 2.1.2 Agency - PNG may act as the customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the customer, to allow connection of a customer's location to the PNG network. The customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 No Joint Undertaking - PNG's services are not part of a joint undertaking with an other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) of underlying Facilities Based Carriers.

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SECTION 2 TERMS AND CONDITIONS (cont)

2.2 Use of Services

2.2.1 Use of Services - PNG's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services

2.2.2 Service Without Payment - The use of PNG's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited

2.3 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. However, any such 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. Under no circumstances shall PNG be liable for any consequential, special, indirect, incidental or exemplary damages

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

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SECTION 2 TERMS AND CONDITIONS (cont.)

2.3 Limitation of Liability (cont.)

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, such as radiation. 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 Responsibilities of Customer

- 2.4.1 **Compliance with Law** - The Customer shall 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.
- 2.4.2 **Payment of Charges** - The Customer is responsible for payment of the charges set forth in this Tariff.
- 2.4.3 **Compliance with Tariff** - The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.
- 2.4.4 **Hold Harmless** - The Customer shall 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 shall protect and defend PNG from any suits or claims against PNG in connection therewith. PNG shall notify the Customer of any suit or claim against PNG of which it is aware.
- 2.4.5 **Security of Authorization Code** - It is the Customer's responsibility to secure its Authorization Code from unauthorized use.

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SECTION 2 TERMS AND CONDITIONS (cont.)

2.5 Cancellation or Interruption of Service

2.5.1 Service Disconnect - 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 2.5.2.

- A For nonpayment of any sum due PNG for more than forty-five (45) days after the bill is past due.
- B For violation of any of the provisions of this Tariff.
- C For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over PNG's services, or
- D By reason of any order or decision of any state or federal court, any state Public Utility Commission or federal regulatory body or other governing authority prohibiting PNG from providing services.
- E For fraudulent procurement or use of PNG services by the Customer including abnormally high usage when the Customer's bill is past due.
- F By reason of the Customer's insolvency.

2.5.2 Procedures for discontinuance of existing service

- A PNG may discontinue service without notice in the situations described in sections 2.5.1 C - 2.5.1 F, hereof.

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SECTION 2 TERMS AND CONDITIONS (cont.)

2.5.2 Procedures for discontinuance of existing service (cont.)

- B In the situations described in sections 2.5.1.A, 2.5.1.B and 2.5.1.F the customer will receive written notice of discontinuance of service five (5) days in advance of shut off.
- C In cases of non-payment of charges, PNG will notify the Customer in writing, five(5) days before discontinuance of service of the past due amount, the date of the proposed discontinuance, the amount that the Customer must pay to prevent discontinuance, and the Customer's rights to dispute the charge or complain to the Commission. No customer will be disconnected before its bill is at least forty-five (45) days past due unless a large amount of charges are accumulated while the account is delinquent, indicating potential fraud. In no event will service be discontinued on the day preceding any day on which PNG is not prepared to accept payment of the amount due and to reconnect service.

2.5.3 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 Paragraph 2.3 of this Tariff. It shall 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 shall 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.

- A During any interruption of PNG service, the Customer may access any competitor's network by

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SECTION 2 TERMS AND CONDITIONS (cont.)

2.5.3 Interruption of Service (cont.)

using any competitor's access 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 been interrupted.

B When the Customer notifies PNG of the service interruption, the Customer will be provided with the access 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 service had it not been interrupted.

2.6 **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 20 days of receipt.

2.7 **Validation of Credit** - PNG reserves the right to validate the creditworthiness of Customers.

2.8 **Contested Charges** - All bills are presumed accurate, and will be binding on the Customer unless objection is received by PNG within twenty (20) days after the bill is received by the Customer. The Customer may notify PNG of its objection either by phone at PNG's 800 customer service number or in writing. In the case of a billing dispute between the Customer and PNG which cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.8.1 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 shall notify the Customer of the results of PNG's review in writing by ordinary U.S. Mail. The notification shall include the following language:

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SECTION 2 TERMS AND CONDITIONS (cont)

2.8 Contested Charges (cont.)

If you remain dissatisfied with our resolution of your disputed charge, you may contact the Arizona Corporation Commission, in writing within seven (7) days of the date postmarked on this letter. You must send a copy of your letter to the Commission to PNG and you must certify in letter to the Commission that you have done so.

2.9 Deposits - PNG does not require a deposit from the Customer.

2.10 Taxes - All federal excise taxes and state and local sales taxes are billed as separate items and are not included in the quoted rates. Gross receipts tax will not be billed as a separate line item.

2.11 Promotions - PNG may from time to time offer promotional services with the approval of the Commission.

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SECTION 3 DESCRIPTION OF SERVICES

- 3.1 Description of Services - PNG provides interexchange telecommunications services including Dial 1+ Interexchange Service, 800 Service and Travel Card Service. PNG offers all of the above described services throughout the State of Arizona. Services not described below may be offered only upon approval of the ACC under procedures established in A.R.S. Section 40-250. All PNG services are offered only to end users and are not intended for resale.
- 3.2 Dial 1+ Interexchange Service - Customers are provided access to interexchange service purchased by PNG from Facilities Based Carriers by dialing a 10xxx code or by designating PNG as the Customer's Principal Interexchange Carrier.
- 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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SMTION 4. RATES

4 1 Dial 1 • Interexchange Service

All of PNG Dial 1 – Interexchange services are offered at flat rate per minute regardless of distance. Rates for service may be discounted below these maximums at the discretion of PNG. The actual rate minute received by the customer depends on the expected volume of usage of the service. 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. (I)

Volume of Usage/Month	Per Minute Rate
\$500 or more	\$.145
\$400 - \$500	\$.149
\$300 - \$400	\$.155
\$200 - \$300	\$.159
\$200 or less	\$.165

4 1.1 Home Business Service

PNG offers one long distance service with different rates for day and non-day calls. This service is provided to those individuals who work out of their homes and use their phone for both business and personal calls.

Volume of Usage	Intrastate	
	Day	Non-Day
\$200 - \$300	\$.149	\$.115
\$100 - \$200	\$.149	\$.119
\$100 or less	\$.169	\$.125

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SECTION 4 – RATES (cont.)

4.1.2 "Easy Call" Home Long Distance Service

"Easy Call" Home Long Distance Service is a long distance message telecommunications service offered to residential customers. Customers are provided access to interexchange service purchased by PNG from Facilities Based Carriers by designating PNG as the Customer's Principal Interexchange Carrier. PNG "Easy Call" Home Long Distance Service is offered at flat rate per minute regardless of distance. 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. (I)

A minimum charge of \$3.00 applies to all monthly bills under \$ 10.00

<u>Day Rate</u>	<u>Non-Day Rate</u>
\$.175	\$.099

4.2 "800" Number Service

"800" Number Service is offered at a flat rate per minute regardless of time of day or distance called. The actual rate received by a customer depends on the expected volume of usage of the service. Calls are billed on full minute intervals. A call begins when the Customer answers the phone. A call is ended when either party hangs up. (I)

Volume of Usage/Month	Per Minute Rate
\$500 or more	\$.155
\$400 - \$500	\$.159
\$300 - \$400	\$.165
\$200 - \$300	\$.169
\$200 or less	\$.175

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SECTION 4 - RATES (cont.)

4.2.1 PNG Personal 800 Number Service

PNG offers an 800 number service for personal rather than business use. It is billed at thirty second intervals at a flat rate of \$.18 per minute regardless of distance or time of day. A \$3.00 per month minimum usage fee applies to this service. In all other respects it is identical to 800 service that PNG offers to its business customers.

4.3 Travel Card Service

Volume of Usage/Month	Per Minute Rate
\$500 or more	\$.219
\$400 - \$500	\$.229
\$300 - \$400	\$.239
\$200 - \$300	\$.249
\$200 or less	\$.259

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