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DONet Communications, LLC

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**DONet Communications, LLC**

33 W. First Street, Suite 230  
Dayton, Ohio 45302  
(937) 226-6896

**FACILITIES-BASED AND RESALE COMMON CARRIER SERVICE**

Applying to Intrastate Facilities-Based and Resale Common Carrier  
Communications Services Between and Among  
Points in the State of Ohio

**CONTAINING RULES AND REGULATIONS**

**GOVERNING SERVICE**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of local exchange and interexchange telecommunications services provided by DONet Communications, LLC ("DONet"). Copies may be inspected during normal business hours at the Company's principal place of business: 33 W. First Street, Suite 230, Dayton, Ohio 45302. The Company's regulatory contact for ongoing Commission inquiries is Raleigh A. Sandy, III at (937) 226-6896. This Tariff may also be viewed on DONet's web site, [www.donet.com](http://www.donet.com).

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Effective Date: October 1, 2008

Issued By:

David Mezera  
President

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**CHECK SHEET**

Sheets 1 through 84 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
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CHECK SHEET (Cont'd)

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a customer's bill
- (K) To signify that material has been **transferred** to another sheet or place in the Tariff
- (M) To signify that material has been **moved from another Tariff location**
- (N) To signify a **new** rate, regulation condition or sheet
- (O) To signify **no change** in rate, regulation or condition but rather clarifies an existing rate, regulation or condition
- (R) To signify a change resulting in a **reduction** to a customer's bill
- (T) To signify a change in text but no change to rate or charge

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the top center of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the top center of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.1.
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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**APPLICATION OF TARIFF**

This Tariff contains the rates applicable to the provision of intrastate local exchange and intrastate long distance interexchange telecommunications services by DONet Communications, LLC ("DONet") between various locations within the State of Ohio.

DONet's intrastate long distance interexchange services are interstate offerings with Customers having the option of using the services for intrastate calls. Intrastate long distance interexchange telecommunications services are offered in conjunction with, and as an adjunct to, the Company's interstate interexchange service offerings, and may not be obtained without subscribing to company's interstate interexchange services.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line:**

A line which connects a customer to the central (switching point) office of an exchange through which local and long distance calls can be made.

**Account Code:**

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

**Additional Listing:**

Any listing of a name or information in connection with a Customer's telephone number beyond that to which he is entitled without additional charge in connection with his regular service.

**Application:**

A request made orally or in writing for telephone service.

**Authorized User:**

A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange service or is placed in a position by the Customer, either through acts or omissions, to use local exchange service.

**Business Service:**

A service which conforms to one or more of the following criteria:

- A. used primarily for paid commercial, professional or institutional activity; or
- B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of service unless other criteria apply.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

**Called Station:**

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

**Calling Card:**

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

**Calls:**

The term "calls" means telephone messages attempted by Customers or Users.

**Carrier or Common Carrier:**

Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

**Channel:**

A communications path between two or more points of termination.

**Circuit:**

A channel used for the transmission of electrical energy in the furnishing of telephone and other communications service.

**Commission:**

The Public Utilities Commission of Ohio (PUCO).

**Communications System:**

Channels and other facilities which are capable, when not connected to exchange telecommunications service, of two-way communications between customer-provided terminal equipment or company stations.

**Company:**

DONet Communications, LLC ("DONet").

**Connecting Arrangement:**

The equipment provided by DONet to accomplish the direct electrical connection of customer-provided facilities with the facilities of DONet or of facilities of DONet with other facilities of DONet.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Con't)**

**Connecting Company:**

A corporation, association, partnership or individual owning or operating one or more exchanges and with who communications services are interchanged.

**Connector:**

See "Switch".

**Connection Charge:**

See "Service Connection Charge".

**Construction Charge:**

A separate non-recurring charge made for the construction of facilities in excess of that contemplated under the rates quoted in the exchange Tariffs.

**Contract:**

Refers to the agreement between a customer and DONet under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

**Cost:**

The cost of labor and materials, which includes appropriate amounts to cover DONet's general operating and administrative expenses.

**Customer:**

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

**Cut-Over Date (or Installation Date):**

The date when Company commences supplying telephone services pursuant to this Tariff.

**Credit Card:**

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

**Customer-Provided Equipment:**

Devices, apparatus, and/or associated wiring provided by a Customer.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Con't)****Debit Card:**

A valid bank or financial organization card, representing both an account from which the costs of products and services purchased by the card holder may be charged.

**Dedicated Access:**

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

**Demarcation Point:**

The point of connection, provided and maintained by the Telephone Company, at which the Telephone Company service and the property owner or customer's facilities are connected. This Demarcation Point is to be mutually agreeable to the Telephone Company and the subscriber or property owner, and is normally located near the point where the Telephone Company facilities enter the building or property, on the subscriber's side of the Company's protector, or its equivalent.

For multiple buildings constructed on continuous business property, such as shopping centers, condominiums, industrial parks, and campuses, the Telephone Company may establish a single Demarcation Point or may designate one of the existing terminating connections on a property as a main Demarcation Point. Where feasible, one or more alternate Demarcation Points may be placed or reinforced by the Company at the request of the business customer or property owner. Charges will be applied to cover additional costs of placing or reinforcing alternate Demarcation Points. The property owner or customer is responsible for service on the customer side of the Demarcation Point.

**Digital:**

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

**Direct Connection:**

Connection of terminal equipment to the telephone network by means other than acoustic or inductive coupling.

**Direct Inward Dial (DID):**

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)****Direct Outward Dial ("DOD"):**

A service attribute that allows individual station users to access and dial outside numbers directly.

**Directory Listing:**

A publication in the Company's alphabetical directory of information relative to a customer's name or other identification and telephone number.

**Disconnect or Disconnection:**

The termination of a circuit connection between the Originating Station and the Called Station or the Company's operator.

**Emergency Service Number ("ESN"):**

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

**E911 Customer:**

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

**End User:**

Any customer of telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

**Exchange:**

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

**Exchange Access Line:**

A central office line furnished for direct or indirect access to the exchange system.

**Exchange Service:**

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

**Extended Area Service:**

Interexchange telephone service furnished at flat rate between one or more exchange areas.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)****Flat Rate Service:**

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

**Initial Service Period:**

The minimum length of time for which a customer is obligated to pay for service, facilities, and equipment, whether or not retained by the customer for such minimum length of time.

**Interconnection:**

The method by which telecommunications facilities of the Company are arranged to transmit to, or receive information from, Customer-provided equipment.

**Interruption:**

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

**ISDN/PRI Business Service:**

An ISDN Primary Rate Interface Business Service connection operating at 1.544 MBPS that is time division multiplexed in 23B channels and one D channel. The B channels carry individual voice-grade telephonic communications, each of which can be used to place or received one call at a time, while the D channel handles signaling information.

**Joint User Service:**

An arrangement whereby an individual, firm or corporation whose telephone needs are not such as to justify the provision of separate customer service is permitted to use the service of a customer.

**LATA:**

Local Access and Transport Area ("LATA"). A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**Line Construction Charges:**

The charges applied for additions to existing central office line facilities outside a Base Rate Area to provide service to business or residence customers.

**Local Channel:**

Applies to that portion of a channel which connects a station to an interexchanging channel. A channel connecting two or more stations within an exchange area.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

**Local Exchange Carrier:**

A company which furnishes exchange telecommunications service.

**Local Channel:**

Applies to that portion of a channel which connects a station to an interexchanging channel.  
A channel connecting two or more stations within an exchange area.

**Local Exchange Service:**

Telephone communication within Exchange Areas in accordance with the provision of DONet's Tariffs.

**Local Message:**

A completed communication between customer's stations located within the same Exchange Area.

**Local Service Area:**

The area within which telephone service is furnished under a specific schedule of rates without the application of specific charges for each message.

**Maintenance Visit Charge:**

A charge applied when a service difficulty or trouble report results from customer provided equipment and/or inside wiring and not from the telephone company's facilities.

**Message Rate Service:**

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

**Mileage:**

The measurement upon which charges are computed for extension, tie, private lines and for lines serving exchange stations located outside the base rate area or outside the central office area of the connecting central office.

**Minimum Contract Period:**

The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

**Monthly Recurring Charge:**

A regular charge applied on a monthly basis for the services applied for under this Tariff.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

**Network:**

The Company's facilities, equipment, and services provided under this Tariff.

**Non-Recurring Charge:**

A one-time charge associated with certain installations, change or transfer of services, either in lieu of or in addition to monthly recurring charges.

**Premises:**

A building or buildings or contiguous property, not separated by a public highway or right-of-way.

**Tariff:**

The rates, charges, rules and regulations adopted and filed by DONet with the Public Utilities Commission of Ohio.

**Service(s):**

All telecommunications services and other services related thereto provided by the Company to Customers or End Users.

**Station:**

Each telephone on a line where no telephone associated with the line is provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

**Subscriber:**

See "Customer" definition.

**Suspension:**

Interruption of services for any number of reasons, including, but not limited to nonpayment.

**T1 Business Service:**

Service provided to business customers. The connection operates at 1.544 MBPS that is time division multiplexed in 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time.

**Telephone Company:**

See Carrier.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

**Termination Charge:**

A charge applied under certain conditions, when a contract for service is terminated by the customer before the expiration of the minimum contract period.

**Toll Call:**

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

**Toll Free Service:**

A bulk billed service which provides a customer a monthly flat rated message service for incoming station-to-station calling from telephones within a preset calling area. This service is offered without charge to the dialing party.

**Trunk:**

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**Trunk Line:**

A circuit over which a customer's messages are sent between two central offices or between a central office and a private branch exchange system.

**User:**

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

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**SECTION 2 - RULES AND REGULATIONS****2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company's interexchange services are furnished for telecommunications originating and/or terminating in any area within the State of Ohio.
- 2.1.2. Company's local exchange services are furnished for telecommunications originating and/or terminating in any area within the State of Ohio.
- 2.1.3. Company is a facilities-based provider of local exchange telecommunications to Customers for direct transmission and reception of voice, data, and other types of communications.
- 2.1.4. Company is a resale common carrier providing intrastate long distance toll telecommunication service to customers for their direct transmission and reception of voice, data and other types of communications. Company provides outbound 1+, inbound "800," travel card services and prepaid calling card services to Customers.
- 2.1.5. Company resells or otherwise provides access, switching, transport and termination services provided by exchange and interexchange carriers.
- 2.1.6. Provision of the Company's services is dependent upon the availability of suitable facilities for services. The facilities used to provide a particular service are chosen by the Company and are not represented to be suitable for any one service. The Company reserves the right to change underlying facilities, at the Company's sole option, provided there is no degradation to the services.
- 2.1.7. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.8. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer.
- 2.1.9. This Tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provision.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.2. LIMITATIONS**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to disconnect service without notice pursuant to Commission rules, under the following circumstances:
- 2.2.2.1. in the event of tampering with the company's equipment;
- 2.2.2.2 in the event of a condition determined to be hazardous to the customer, to other customers of the company, to the company's equipment, the public, or to employees of the company; or
- 2.2.2.3. in the event of a customer's use of equipment in such a manner as to adversely affect the company's equipment or the company's service to others.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.7. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.2. LIMITATIONS (Cont'd)**

- 2.2.8. Company may limit communications over its facilities during emergencies, which may result in a shortage of facilities.
- 2.2.9. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.
- 2.2.10. The Company reserves the right to discontinue service when necessitated by conditions beyond its control or when the Customer's use of the service is in violation of the provisions of this Tariff, DONet's policies and procedures, or in violation of state law, unless prohibited by Commission rules, regulations or Ohio State law.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited. Services are designed primarily for business or commercial use.
- 2.3.2. Customers may transmit or receive information or signals via the Company's facilities. Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A Customer may transmit any form of signal that is compatible with Company's equipment, but Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.
- 2.3.3. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier, shared tenant or multi-tenant provider. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service. This provision does not prohibit any other joint use arrangement permitted by Commission rules and/or Ohio State law.
- 2.3.4. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.5. The Company strictly prohibits use of the Company's services without payment or by an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.6. A business Customer may extend service capable of two-way communications to the location of another business Customer for the purpose of performing clerical services, which include the answering and originating of telephone calls. All regulations governing the use of service and the charges normally associated with the provision of service are applicable.
- 2.3.7. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.3. USE (Cont'd)**

- 2.3.8. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
  
- 2.3.9. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service, and such person(s) shall be the authorized person(s) on the account for services for the purpose of changing services or any activity or notice on the account or relative to the services.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.4. APPLICATION FOR SERVICE**

- 2.4.1. A Customer desiring to obtain Service may be required to complete the appropriate service order form or service agreement, and submit the service order in compliance with Company subscription requirements as may be established from time to time.
- 2.4.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application or service agreement.
- 2.4.3. Company reserves the right to refuse an application or service agreement under the following circumstances:
  - 2.4.3.1. When such service will adversely affect the service to other existing customers;
  - 2.4.3.2. Where the applicant has not complied with state, county, or municipal rules and/or regulations concerning the rendition of service;
  - 2.4.3.3. Where the installation is considered hazardous or of such nature that satisfactory service cannot be given;
  - 2.4.3.4. Where an applicant has not secured all necessary rights of way, easements and permits;
  - 2.4.3.5. Where the applicant has an overdue, unpaid obligation to the Company for the same class of service at the same or different location until the obligation is paid or arrangements satisfactory to the Company
  - 2.4.3.6. Where the applicant has failed to provide accurate and verifiable information necessary to establish the identify of the applicant until verifiable information is provided; or

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.4. APPLICATION FOR SERVICE (Cont'd)**

2.4.3. Continued

2.4.3.7. Where an applicant is shown to have obtained or retained service from the Company by fraudulent means, including but not limited to false statements of credit references or employment; false statement of premises address; use of an alias or false name with intent to deceive, rotation of service among roommates or persons living together for the purpose of avoiding the debts of one or more of said persons or any other similar fraudulent devices

2.4.4. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to require deposits per O.A.C. 4901:1-5 on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.

2.4.5. Reserved for future use.

2.4.6. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.5. LIABILITIES OF THE COMPANY**

2.5.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or other facilities, and not caused by the negligence of the Customer, commences upon activation of service. Such liability will not be limited by gross misconduct of the Company. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service. For the purpose of computing such amount a month is considered to have thirty (30) days. Credit for interruptions is described in more detail in Section 2.13.6 of this Tariff.

2.5.2. Company shall not be liable for, and the Company shall be indemnified, defended and held harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for:

2.5.2.1. Acts, omissions, or negligence of other companies when their facilities are used in connection with Company's facilities to provide service, or for the unavailability or any delays in the furnishing of any services or facilities, which are provided by other companies;

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.5. LIABILITIES OF THE COMPANY (Cont'd)**

2.5.2. (Cont'd)

- 2.5.2.2. Failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, order by request of the United States Government, or any other government including state and local governments having any jurisdiction over DONet or the services provided hereunder; national emergencies, civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over Company;
- 2.5.2.3. Act or omission of any other entity furnishing to the Customer facilities or equipment used with the Service furnished hereunder; nor shall Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities;
- 2.5.2.4. Reserved for future use.
- 2.5.2.5. Any charges or costs incurred by Customer for use of another carrier's services whether caused by failure of Company's equipment or service or otherwise;
- 2.5.2.6. Company is not responsible for publication of any directories. No liability for damages arising from errors and/or omissions of directory listings, or listings obtained from the directory assistance operator shall attach to Company; except as stated in accordance with the MTSS.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.5. LIABILITIES OF THE COMPANY (Cont'd)**

2.5.2. (Cont'd)

- 2.5.2.7. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising directly or indirectly from the material, data, information or other content transmitted over Company facilities or the use thereof, claims for infringement of patents arising from combining facilities furnished by Company with, or using the facilities in connection with, apparatus and systems of the Customer and all other claims arising out of any act or omission of the Customer in connection with facilities provided by Company.
- 2.5.2.8. Any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company;
- 2.5.2.9. Any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, delayed installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence;
- 2.5.2.10. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (3) common carriers or warehousemen;
- 2.5.2.11 Reserved for future use.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.5. LIABILITIES OF THE COMPANY (Cont'd)**

2.5.2. (Cont'd)

- 2.5.2.12. Any unlawful or unauthorized use of the Company's facilities and Services;
- 2.5.2.13. Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.5.2.14. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 2.5.2.15. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 2.5.2.16. Any non-completion of calls due to network busy conditions;
- 2.5.2.17. Service, facilities, or equipment, which the Company does not furnish.
- 2.5.2.18. Any and all other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.5. LIABILITIES OF THE COMPANY (Cont'd)**

- 2.5.3. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.5.4. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.5.5. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- 2.5.6. Unless otherwise provided by Ohio state law or Commission rules, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented to the Company verbally or with written documentation.
- 2.5.7. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any 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 of any installation so provided.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.5. LIABILITIES OF THE COMPANY (Cont'd)**

- 2.5.8. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.5.9. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.5.10. IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE SERVICES OR THE USE OF OR INABILITY TO USE PRODUCT OR EQUIPMENT EVEN IF THE COMPANY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall the Company's or its suppliers' liability to the Customer, whether in contract, tort (including negligence), or otherwise, exceed the price of the Services or equipment paid by the Customer. The foregoing limitations shall apply even if the standard of the Company's warranty or its suppliers fails of its essential purpose.
- 2.5.11. Reserved for future use.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.5. LIABILITIES OF THE COMPANY (Cont'd)**

**2.5.12. With respect to Directory Listing Service:**

- 2.5.12.1. Company does not publish a directory or other similar listing of its Customers. However, Company will arrange for Customers, other than Customers requesting non-published service, to be listed in the directories and directory assistance records of the applicable incumbent local exchange carrier in accordance with the incumbent's listing service Tariff schedule, subject to availability of such listing service to Company's Customers.
- 2.5.12.2. Reserved for future use.
- 2.5.12.3. Company's liability arising from errors or omissions in directory listings for which there is a charge will be in accordance with the MTSS, which requires payment of three months' regulated charges for directory listing omission or mistake.
- 2.5.12.4. The Subscriber assumes full responsibility for his use of any name as a directory listing, and agrees to hold the Company free and harmless from any claims, loss, damage or liability which may result from the use of such listing. The Company will not undertake to determine the legal, contractual or other right to the use of a name to be listed in any directory.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.5. LIABILITIES OF THE COMPANY (Cont'd)****2.5.12. With respect to Directory Listing Service (Cont'd):**

2.5.12.5. As part of providing any private listing or semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.

2.5.12.6. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service. By subscribing to Service under this Tariff, the Customer agrees to the release of such information under the above provision.

2.5.13. The Company's liability and the exclusive remedy of the Customer for damages arising out of or related to the Services will be solely limited to an amount no greater than the amounts paid by Customer to the Company during the term of the services. This limitation does not apply where the Company missed appointments, installations or repairs.

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

2.5.15. Approval by the Commission merely recognizes that since it is the court's responsibility to adjudicate negligence and consequential damages claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.6. LIABILITY OF THE CUSTOMER****2.6.1. General Liabilities of the Customer**

- 2.6.1.1. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.6.1.2. To the extent caused by any negligent or intentional act of the Customer as described in 2.6.1.1. preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- 2.6.1.3. The Customer shall not assert any claim against any other Customer or user of the Company's services 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, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.6.1.4. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.
- 2.6.1.5. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.6. LIABILITY OF THE CUSTOMER (Cont'd)**

**2.6.2 Liability of the Customer for Unauthorized Use of the Network**

**2.6.2.1 Unauthorized Use of the Network**

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
  - 1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's Tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - 3. Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
  - 4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.6. LIABILITY OF THE CUSTOMER (Cont'd)****2.6.2 Liability of the Customer for Unauthorized Use of the Network (Cont'd)****2.6.2.1 Unauthorized Use of the Network (Cont'd)**

- C. Customers are advised that use of telecommunications equipment and Services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff. Furthermore, Customers must notify the Company in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.6. LIABILITY OF THE CUSTOMER (Cont'd)****2.6.2 Liability of the Customer for Unauthorized Use of the Network (Cont'd)****2.6.2.2. Liability for Unauthorized Use**

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is responsible for payment of all call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the Customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone number, and assist the Customer in identifying perpetrator(s) of the fraud for purposes of pursuing civil remedies.
- D. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.6. LIABILITY OF THE CUSTOMER (Cont'd)****2.6.2 Liability of the Customer for Unauthorized Use of the Network (Cont'd)****2.6.2.3. Liability for Calling Card Fraud**

- A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- B. The Customer must give the Company notice that unauthorized use of a Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
- C. The limitations on Customer liability in this subsection shall not apply to pre-paid or debit cards.

**2.6.2.4. Liability for Credit Card Fraud**

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.7. PROVISION OF EQUIPMENT AND FACILITIES**

- 2.7.1. The Company will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon prior written consent by the Company.
- 2.7.2. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided and/or provisioned equipment is connected to the facilities furnished under this Tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Tariff. Beyond this responsibility, the Company will not be responsible for:
- 2.7.3.1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2.7.3.2. the reception of signals by Customer-provided equipment; or
  - 2.7.3.3. network control signaling when performed by Customer-provided network control signaling equipment.
- 2.7.3. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.7. PROVISION OF EQUIPMENT AND FACILITIES (Cont'd)**

- 2.7.4. Company shall not be responsible to the Customer or any other person or entity if changes in the criteria, or in any of Company's facilities, operations or procedures render Customer provided facilities obsolete or cause Customer-provided facilities to require modification or alteration, or otherwise affect the use or performance of Customer-provided facilities. Where it is reasonably foreseeable to Company that such changes may affect Customer-provided facilities, Company shall provide reasonable notice.
- 2.7.5. Unless otherwise specified in this Tariff, the Company will provide facilities for Services to the Demarcation Point on the property where the Customer is served. Customer or property owner is responsible for the installation, functionality, operation, and maintenance of all facilities on the Customer side of the Demarcation Point.
- 2.7.6. Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. Pursuant to the MTSS, the Company guarantees that service will be installed within five (5) business days, Company is liable any delay and shall give appropriate credits therefore.
- 2.7.7. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- 2.7.8. Facilities furnished by Company remain the property of Company until transferred or abandoned.

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DONet Communications, LLC

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.8. CUSTOMER RESPONSIBILITIES**

- 2.8.1. Customer has certain rights and responsibilities under the *Minimum Telephone Service Standards* (Ohio Adm.Code 4901:1-5) (MTSS). 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.**
- 2.8.2. Customer shall be responsible for the payment of all charges for service provided under this Tariff, and for payment of all excise, sales, use, excise, franchise, access, universal service, 911 service, handicapped services or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff.
- 2.8.3. Customer shall be responsible for informing the Company of any billing dispute within one hundred and eighty (180) days of the due date of the bill, unless Commission rules, regulations or Ohio State law indicates otherwise.
- 2.8.4. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.8.5. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.8.6. Customer shall provide and maintain at its own expense terminal equipment on the Customer's premise and the electric power consumed by such equipment. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 2.8.7. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltage and currents impressed on Company-provided equipment and wiring by the connection, operations, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to DONet's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.
- 2.8.8. Customer can access information and rates on detariffed services by accessing the Company's website at [www.DONet.com](http://www.DONet.com).

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.8. CUSTOMER RESPONSIBILITIES (Cont'd)**

- 2.8.9. The Customer agrees to return to the Company within five (5) days of termination of service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.8.10. In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, Customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which Customer may claim to be entitled. Unless provided otherwise in this Tariff, by Ohio State law or by Commission Regulations, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either Customer or Company in connection with such charges incurred under this Tariff.
- 2.8.11. The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User, with these regulations; or by fire or theft or other casualty on the Customer Premises or the premises of any User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.8.12. The Customer is responsible for providing, at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.8.13. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Services to the Customer from the cable building entrance or property line to the location of the building equipment space. Any and all costs associated with the obtaining and maintaining rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.8. CUSTOMER RESPONSIBILITIES (Cont'd)**

- 2.8.14. The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- 2.8.15. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the locations of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under other provisions of this Tariff; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing facilities or equipment of the Company;
- 2.8.16. The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities;
- 2.8.17. The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
- 2.8.18. The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company, at times mutually acceptable to Company and Customer, to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities, without charge to the Company;
- 2.8.19. The Customer is responsible for notifying Company of any interruptions of or other trouble with the service.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.8. CUSTOMER RESPONSIBILITIES (Cont'd)**

2.8.20. The Customer is responsible for placing any necessary orders; for complying with Tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

2.8.21 Reserved for future use.

2.8.22. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

2.8.23. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written, terminate the Customer's Service.

2.8.24. The Customer is responsible for paying for the loss through theft of any Company equipment installed at Customer's premises.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.9. ESTABLISHMENT OF CREDIT**

- 2.9.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.
- 2.9.2. Application for Service under this Tariff will authorize Company to conduct a credit search on the Customer.
- 2.9.3. Company may require any applicant or Customer to establish credit in one of the following ways, consistent with Ohio statutes and rules:
- 2.9.3.1. Nonresidential applicants or Customers must provide information pertinent to the applicant's or Customer's credit standing that meets the Company's criteria for satisfactory credit in accordance with the MTSS.
- 2.9.3.2. Applicants or Customers of residential interexchange service must provide information pertinent to the applicant's or Customer's credit standing that meets the Company's criteria for satisfactory credit in accordance the MTSS
- 2.9.3.3. Applicants or Customers of residential local exchange services may demonstrate satisfactory credit by demonstrating Applicant that they had no disconnections or no more than two late payments within the past year. Applicants that cannot demonstrate satisfactory credit must provide a deposit as set forth in Section 2.10 of this Tariff.
- 2.9.4 Termination Liability  
Inclusion of early termination liability by the Company in its Tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company as approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.9. ESTABLISHMENT OF CREDIT (Cont'd)**

2.9.5 In the event a residential applicant or customer cannot establish credit or cannot pay a deposit or deposit extended payments, the Company will accept the pledge of a guarantor on behalf of the applicant or customer for specified amount not to exceed the deposit that would have been assessed, provided the guarantor has established a satisfactory payment history for each class of service being guaranteed.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.10. DEPOSITS**

2.10.1. Company reserves the right to require Customer to make a deposit to guarantee payment of charges.

2.10.2. Deposit and Guarantee Requirements

The utility may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that utility, in accordance with the MTSS. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. The utility may determine whether a customer has established good credit with that utility, except as herein restricted:

1) A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit. When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable.

2) A deposit or a guarantee of payment shall not be based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by Ohio statutes or rules.

3) Credit reports shall not be used other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be bailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that customer's credit history.

4) Qualifying applicants for service connection assistance will receive the service at no charge or reduced cost.

5) The amount of a deposit assessed for local service or toll service shall not exceed 230% of the estimated or, where the customer or service applicant has either an existing or a previous service account billing history with the local or toll service provider, the historic month average total charge for all regulated local services provided (or to be provided) to the Customer by the Company.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.10. DEPOSITS (Cont'd)****A. General**

Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

- Waiver of applicable deposit requirements under this Tariff.
- Full or partial waiver up to \$60 of applicable service connection charges for establishing or re-establishing local exchange service as described in this Tariff (Service Connection Assistance does not apply to network wiring charges).

**B. Regulations**

1. Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:
  - a. Home Energy Assistance Program (HEAP);
  - b. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
  - c. Food Stamps;
  - d. Federal Public Housing or Section 8 Assistance; or
  - e. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).
  - f. National School Lunch Program
  - g. Temporary Aid to Needy Families (TANF)
2. The Telephone Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Paragraph 2.B.1. above; identifying the specific program or programs from which the customer receives benefits.
3. Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
4. Service Connection Assistance is available for all grades of service.
5. Service Connection Assistance is available for a single telephone line at the customer's principal place of residence.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.10. DEPOSITS (Cont'd)**

6. Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the customer's current address.
7. Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

5) All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the utility, except where such bill has been discharged in bankruptcy. A utility shall not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills to that utility. The utility may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a customer shall be applied by the utility to a bill when the bill has been determined by the utility to be delinquent. Each utility shall issue a written receipt of deposit to each customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

6) Interest shall be paid on deposits at the rate of six percent per year. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The utility may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills. Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer. Pursuant to Rule 17-6, the Company will refund all deposits including interest.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.10. DEPOSITS (Cont'd)****2.10.3. Guarantee of Payment**

Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the utility whereby payment of a specified sum, not exceeding the deposit requirement, is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon 30 days written notice to the utility. Upon termination of a guarantee contract or whenever the utility deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer. The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Ohio Rules. The utility shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed unless the guarantor waives such notice in writing.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.11. PAYMENTS AND BILLING****2.11.1. General Payment Regulations**

- 2.11.1.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer pursuant to Section 2.15., or when the Company disconnects service pursuant to this Tariff.
- 2.11.1.2. The Customer is responsible for the payment of all charges for services furnished to the Customer once service is activated.
- 2.11.1.3. Charges for service are based on actual usage, and are billed monthly in arrears. Billing for local services will be rendered monthly in advance.
- 2.11.1.4. Customer will be billed and is responsible for payment of applicable local, state and federal taxes assessed in connection with the services used.
- 2.11.1.5. Reserved for future use.
- 2.11.1.6. Billing will be payable upon receipt and deemed past due if not paid by the Payment Due Date (a minimum of nineteen (19) days from the date of mailing) as set forth on the invoice.
- 2.11.1.7. Reserved for future use.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.11. PAYMENTS AND BILLING (Cont'd)**

2.11.2. Late Payment Fee

2.11.2.1. Customer will be liable for late fees on payments received after due date in the amount of 1.5%.

2.11.2.2. The late payment fee will be applied to all undisputed amounts previously billed under this Tariff, except taxes Company is required by law to levy on a Customer, including arrears and unpaid late payment charges, and amounts that have already been assessed a late payment charge or other late payment charges themselves.

2.11.2.3. Late payment charges apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Such charges shall be applied only once to the undisputed amount.

2.11.2.4. Late payment charges do not apply to final accounts.

2.11.3. Payment by Checks

2.11.3.1. When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a returned check charge as set forth in Sections 3.4.2.6, 3.5.1.5 and 3.5.2.7 of this Tariff.

2.11.4. Overpayments

2.11.4.1. The Company shall refund overpayments to the Customer retroactive to such time as the overpayment was applied or to the time such overpayment can be documented either by the Company or the Customer.

2.11.4.2. If agreed to by the Customer, credit for the overpayment will be provided on the next regular Company bill.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.11. PAYMENTS AND BILLING (Cont'd)****2.11.5. Back Billing**

2.11.5.1. Any person or entity which uses, appropriates or secures the use of services from Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which uses are inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's services actually made by Customer.

2.11.5.2. The Company reserves the right to back bill the Customer for charges not previously billed to the Customer because of Company error. The Company may back bill for charges incurred during the previous eighteen (18) months and/or consistent with Ohio state law or Commission rules and regulations.

**2.11.6. Customer Complaints and Billing Disputes**

2.11.6.1. A Customer or prospective customer may initiate a complaint or dispute with the Company on any relevant matter by telephone, at (937) 226-6896, in person or in writing directed to the Customer Service Manager, DONet Communications, LLC, 33 W First Street, Suite 230, Dayton, OH 45302. Company's response to the complaint will generally be in the same form used by the Customer. If the Customer is not satisfied or the problem is not resolved, the Customer may contact the Public Utilities Commission of Ohio.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.11. PAYMENTS AND BILLING (Cont'd)****2.11.6. Customer Complaints and Billing Disputes (Cont'd)**

2.11.6.2. The Company will treat any Customer complaint or dispute in a manner consistent with Ohio statutes and regulations; specifically:

- A. The Company will promptly investigate disputes and complaints, promptly report the results to the Customer, and promptly take corrective action, if necessary;
- B. The Company will inform Customers that remain dissatisfied with the Company's initial decision or explanation that the Customer has the right to have the problem considered and acted upon by a supervisor. Company personnel will inform the Customer of the name and telephone number of the supervisor; and
- C. The Company will inform Customers that remain dissatisfied after a supervisor's review of the dispute that the Customer may apply to the Commission for resolution.

2.11.6.3. In the event the Customer disputes any charges billed by the Company, Customer must make payment of all undisputed amounts or the Service will be subject to disconnection if Company has notified Customer by written notice of such delinquency and impending termination. Customer should submit to Company verbally or in writing and provide an itemized statement identifying the disputed charges and reasonably explaining the basis of the dispute.

2.11.6.4. Company shall resolve billing disputes in a timely manner in accordance with the MTSS and determine whether any billing adjustment should be made to the Customer's account. In making such determination, Company will consider all relevant and credible information provided by Customer as well as other information reasonably available to Company.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.11. PAYMENTS AND BILLING (Cont'd)****2.11.6. Customer Complaints and Billing Disputes (Cont'd)**

2.11.6.5. If objection to the Company's bill is not received by the Company, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records.

2.11.6.6. The Customer may pay the disputed portion of the bill, subject to reimbursement.

2.11.6.7. If you have a complaint that is not resolved after you have called DONet, or for general utility information, residential and business Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 or for TTY at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov).

2.11.6.8. Residential Customers may also contact the Ohio Consumers' Counsel (OCC) for assistance with complaints and utility issues at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

2.11.6.9. The address of the Commission is:

Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.12. INTERRUPTION OF SERVICE**

- 2.12.1. The Company will follow the Commission's rules in the case of major outage and/or service interruption.
- 2.12.2. For the purpose of applying this provision, the word "interruption" will mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does 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.
- 2.12.3. Pursuant to the MTSS, all reported interruptions of service will be restored within one (1) working day, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes.
- 2.12.4. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, to the failure of channels, equipment and/or communications equipment provided by the Customer or to circumstances beyond the Company's control, including force majeure, are subject to the provisions of the MTSS. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.12.5. No credit allowances will be allowed for an interruption of services for continuous duration of less than twenty-four (24) hours, and then for every full twenty-four (24) hours thereafter;
- 2.12.6. If an out-of-service condition exceeds twenty-four hours but is less than forty-eight hours, the Company will credit Customer's bill for at least the pro rata portion of the monthly charge(s) for all regulated local services rendered inoperative during the interruption. Credit for out-of-service conditions lasting longer will be provided as follows:

(1) The Company will provide a Customer who experiences an out-of-service condition of forty-eight hours but less than seventy-two hours a credit equal to at least one-third of one month's charges for any regulated local services rendered inoperative.

(2) The Company will provide a Customer who experiences an out-of-service condition of seventy-two hours but less than ninety-six hours a credit equal to at least two-thirds of one month's charges for any regulated local services rendered inoperative.

(3) The Company will provide a Customer who experiences an out-of-service condition of at least ninety-six hours a credit equal to at least one month's charges for any regulated local services rendered inoperative.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.13. RESTORATION OF SERVICE**

2.13.1. The use and restoration of service in emergencies shall be in accordance with Ohio rules.

2.13.2. When a Customer's service has been disconnected in accordance with this Tariff and applicable Commission rules and regulations, and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service. If service has been temporarily suspended, 911 access will remain available for fourteen calendar days after which service will be completely disconnected and a new installation charge will be applicable.

**2.14. CANCELLATION BY CUSTOMER**

2.14.1. The Customer may discontinue service via phone or in writing.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.15. CANCELLATION BY COMPANY**

- 2.15.1. Pursuant to Ohio rules, the Company may discontinue service to the Customer without notice or without further notice for the following reasons:
- 2.15.1.1. An emergency may threaten the health or safety of a person, or the local service provider's distribution system. If service is disconnected, the company shall act promptly to restore service as soon as possible;
  - 2.15.1.2. A subscriber's use of telecommunications equipment adversely affects the company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
  - 2.15.1.3. A subscriber tampers with facilities or equipment owned by the telecommunications provider.
- 2.15.2. The Company will restore service that has been disconnected pursuant to section 2.16.2, above, once the Customer has corrected the underlying reason for the disconnection, and in accordance with the MTSS. The Company may require a deposit for restoration of service in accordance with section 2.10 of this Tariff.
- 2.15.3. The Company, after providing the Customer with 14 days proper notice, will discontinue service if and only if the following reasons are met:
- 2.15.3.1. if the Company determines that the Customer has used Customer-owned-equipment that adversely affects the Company's service to its other customers;
  - 2.15.3.2. if the Company determines the Customer has not paid regulated charges or has not paid a deposit as provided in this Tariff with this Company, except for non-payment of charges incurred from information delivery services or disputed third-party billed charges;
  - 2.15.3.3. if the Company is unable to substantiate the identity of the individual requesting service; provided that the Company will allow a person to substantiate his/her/its identity with at least a current Ohio State driver's license or with another piece of picture identification from a list of four Company approved forms of identification. The Company will provide a cost free means to substantiate identification.
  - 2.15.3.4. if the Company determines that the Customer has received service from the company by providing false information, including false statements of credit references or employment, false statement of premises address, use of an alias or false name with the intent to deceive the Company, or rotation of service among roommates or persons living together for the purpose of avoiding the debts of one or more person;

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.15. CANCELLATION BY COMPANY (Con't)**

2.15.3.5. if the Company determines that the Customer is receiving service at an address where a former customer is known to reside with an overdue, unpaid prior obligation to the Company for the same class of service at that address and there is evidence that the applicant lived at the address while the overdue, unpaid prior obligation was incurred and helped incur the obligations.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.15. CANCELLATION BY COMPANY (Cont'd)**

2.15.4. Except as provided above, the Company will discontinue or restrict service only under the following circumstances:

- 2.15.4.1. the Company will discontinue basic service only for the Customer's nonpayment of basic service charges;
- 2.15.4.2. the Company will discontinue ancillary services only for the Customer's nonpayment of ancillary charges OR if the Company has discontinued basic service in accordance with this Tariff or Ohio State law and/or regulation;
- 2.15.4.3. the Company will discontinue interexchange access only for the Customer's nonpayment of interexchange charges OR if the Company has discontinued basic service in accordance with this Tariff or Ohio State law and/or regulation;
- 2.15.4.4. the Company, at its own discretion, may permit a Customer access to toll-free numbers when the Customer's interexchange access service is discontinued or restricted.

2.15.5. Reserved for future use

2.15.6. Except as provided in Section 2.16.1, the Company will mail to the Customer, via first class mail, written notification of discontinued service at least seven (7) calendar days prior to discontinuance or disconnection of service, which will contain the following:

- 2.15.6.1. a discontinuation date that is not less than seven (7) calendar days after the postmark date for which the notice is mailed;
- 2.15.6.2. the amount(s) owing for service that is subject to discontinuation or restriction;
- 2.15.6.3. a statement that clearly indicates the amount the Customer must pay in order to maintain basic service or restricted service, regardless of the full amount owed by the Customer;
- 2.15.6.4. instructions on how to correct the problem to avoid discontinuation of service;
- 2.15.6.5. information about any discontinuation or restoration charges that may be assessed;
- 2.15.6.6. information about how the Customer can avoid discontinuation of service under the medical emergency provisions of this Tariff, section 2.16.8 through 2.16.12, above;
- 2.15.6.7. the Company's name, address, toll-free number, and TTY number for the Customer to contact the Company to discuss pending discontinuation of service.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.15. CANCELLATION BY COMPANY (Cont'd)**

## 2.15.6 (Cont'd)

2.15.6.8 a statement that reads, "If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called DONet, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 or for TTY at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov)."

If the account is residential, the following statement: "Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org)."

2.15.6.9. a statement that local service may not be refused or disconnected to any applicant or subscriber for any of the following reasons:

- (1) Failure to pay for service furnished to a former subscriber unless the former subscriber and the new applicant for service continue to be members of the same household;
- (2) Failure to pay for a different class of service. Residential service may not be denied or disconnected for nonpayment of a nonresidential account and vice versa;
- (3) Failure to pay any amount which is in bona fide dispute. The company may not disconnect service if the subscriber pays either the undisputed portion of the bill or where the disputed amount is in question, the subscriber pays the amount paid for the same billing period in the previous year; or
- (4) Failure to pay any non-regulated service charges.

2.15.7 Except as provided above, the Company will provide the Customer with personal notice of its intent to discontinue service as follows:

2.15.7.1 The Company will attempt at least two (2) personal contacts with the Customer via telephone during regular business hours. The Company will use all telephone numbers disclosed by the Customer as contact numbers.

2.15.7.2 Except in the case of danger to life or property, the Company will not discontinue service on days that it is not fully staffed to discussed discontinuation and reestablish service to the Customer on the same or following day.

2.15.8 The Company will not discontinue service while a customer billing dispute is pending before the Commission provided that the Customer pays all amounts of any bill due that is not in dispute.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.16. NOTICES AND COMMUNICATIONS**

- 2.16.1. The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for services shall be mailed.
- 2.16.2. The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.16.3. All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.16.4. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.17. INTERCONNECTION**

- 2.17.1. Company reserves the right to interconnect its services with those of any other Common Carrier or alternate service provider and to utilize such services concurrently with its own facilities for the provision of Service(s) offered in this Tariff.

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**SECTION 3 – LOCAL EXCHANGE SERVICE****3.1. DESCRIPTION OF SERVICE**

- 3.1.1. Local Exchange Service may be offered to Customers in locations that Company determines are feasible, and for which it receives the necessary approvals from the Commission or other state regulatory bodies. Company may offer such services via one or more of the following: resale, leased or owned facilities. In addition to dial tone, Company will provide the features described below.
- 3.1.2. Local Exchange Service is telephone service that allows Customers to originate calls from the Customer location to locations within the Customer's local calling area. In addition the Customer may originate long distance calls that are routed to appropriate long distance carrier. The Customer may also receive calls that originate either within local service area or from other locations worldwide.
- 3.1.3. The Company provides services through its own Facilities or through the local exchange carrier or alternative carriers. Depending on the Customer's needs, they have a choice of features to which they can subscribe as set forth in this Tariff. The Company also provides access to interexchange Service by resale of service from interexchange carriers.
- 3.1.4. Local Service provides the Customer with touch tone, voice-grade telecommunications services that can be used to place or receive calls. The Customer may place calls to any local calling station in the local calling area. Additionally, subject to availability, the Customer may access certain features, including, operator services, directory assistance, enhanced 911 (where available to Company), custom calling features, including voice mail (where available) and telecommunications relay services. The Customer may also place calls to toll-free numbers where equipment allows.
- 3.1.5. Residential Service is provided only to private residences where business listings are not provided and telephone service is not used for the conduct of business.
- 3.1.6. Business Service is provided to any location where activities are of a business, trade, or professional nature. Business service is also provided to schools, hospitals, libraries, churches, lodges, and other similar institutions.

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.1. DESCRIPTION OF SERVICE (Cont'd)**

- 3.1.7. Timing of calls begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. The Company does not bill for incomplete calls.
- 3.1.8. **Auto Busy Redial**  
Auto Busy Redial enables the Customer to redial automatically the last outgoing telephone number. If that telephone number is busy, the service will make call attempts to the telephone number for a maximum of thirty (30) minutes beginning with the Customer's activation of Auto Busy Redial, in an effort to establish the call. The Customer will be signaled with a distinctive ring when the call can be completed. Customers access Auto Busy Redial by dialing \*66 and can cancel an Auto Busy Redial activation by dialing \*86.
- 3.1.9. **Caller ID - Name and Number Blocking**  
Any Company calling party may prevent the delivery of Calling Party Number and Calling Party Name to the called party by dialing an access code (\*67 on their touch-tone pad or 1367 from a rotary telephone) immediately prior to placing a call. The access code will activate blocking on a per call basis.
- 3.1.10. **Call Forwarding**  
Call Forwarding enables the Customer to transfer all incoming calls to another telephone number. The Customer is responsible for the payment of charges (i.e., toll charges) for each call between the Customer's call forwarding equipped telephone and the telephone to which the call is being forwarded. The transmission may not meet normal standards depending upon the distance and routing necessary. Customers who are subscribed to Call Forwarding activate the service by dialing #72 and can deactivate the service by dialing #73.
- 3.1.11. **Auto Call Return**  
Auto Call Return enables the Customer to redial automatically the last incoming call, whether or not it was answered. If that telephone number is busy, automated continuous attempts will occur to call the number for a maximum of thirty (30) minutes beginning with the Customer's activation of Auto Call Return in an attempt to establish the call. The Customer will be signaled with a distinctive ring when the call can be completed. Customers activate Auto Call Return by dialing \*69.

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.1. DESCRIPTION OF SERVICE (Cont'd)****3.1.12. Call Waiting**

Call Waiting alerts Customers via a tone signal while a call is in progress to indicate a second call is waiting and, by operation of the switchhook, allows the Customer to place the first call on hold and answer the waiting call. Call Waiting subscribers may deactivate Call Waiting for the duration of one call by dialing \*70 prior to the direct-dialed digits. Call Waiting is automatically reactivated for the next originating or terminating call.

**3.1.13. Caller ID**

Caller ID allows the Customer to identify the calling party prior to the telephone being answered. Caller ID displays the name and/or telephone number of the calling party on the Customer's CPE before the call is answered at the Customer's premises. Caller ID consists of two features: 1) Calling Number Delivery, which identifies the telephone number of the calling party, before the telephone is answered and 2) Calling Name and Number Delivery, which identifies the name and telephone number of the calling party, before the telephone is answered. Caller ID requires a period of time equivalent to two ringing tones in order to produce the name and telephone number display on the CPE. Caller ID displays non-published telephone numbers, unless the Customer who has a non-published listing activates a call identification block.

**3.1.14. Speed Calling**

Speed Calling enables a Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. Speed Calling 8 Number allows for an eight (8) telephone number capacity, wherein the telephone numbers are assigned a one digit code. Customers may program Speed Calling 8 Number by dialing 74# and waiting for the dial tone. Customers then dial the code (consisting of numbers 2 through 9) to be assigned and the telephone number, including area code if necessary. To dial the number, Customers dial the code number followed by the pound sign (#).

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.1. DESCRIPTION OF SERVICE (Cont'd)****3.1.15. Three-Way Calling**

Three-Way Calling enables a Customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation. The transmission may not meet normal standards depending on the distance and routing necessary to activate a three-way call. Customers access Three-Way Calling during a current call by pressing and releasing the receiver button to receive a second dial tone, dialing the third-party telephone number, and pressing and releasing the receiver button to connect the two calls.

**3.1.16. Call Waiting ID**

Call Waiting ID allows the Customer to identify the calling party on a waiting call prior to the telephone being answered. Call Waiting ID displays the telephone number and/or name of the calling party on a Customer's CPE while a call is in progress. Call Waiting ID requires a period of time equivalent to two ringing tones in order to produce the name and telephone number display on the CPE. Call Waiting ID displays non-published telephone numbers, unless the Customer who has a non-published listing activates a call identification block. Call Waiting ID requires subscription to Call Waiting and Caller ID Services.

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)**

**3.2. APPLICATION OF RATES**

- 3.2.1. The rates for Local Exchange Service are subject to the conditions set forth herein and the Rules and Regulations governing provision of service in Section 2 of this Tariff.
- 3.2.2. The Local Exchange Service Rates are for service only and do not include any terminal equipment beyond the point of demarcation.
- 3.2.3. The rates applicable to Local Exchange Service are composed of a Line Access Rate component plus (where applicable) an Extended Area Service (EAS) component.
- 3.2.4. Extended Area Service (EAS) is a premium-type service offering made by DONet to certain exchanges, under specific conditions. The EAS charge will be equivalent to the charge of the incumbent LEC in the given serving area.
- 3.2.5. In addition to service offered with this Local Exchange Service Section, DONet shall also offer individually priced services subject to contract. Individually priced services shall be established in a non-discriminatory manner.

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)**

**3.3. LOCATION OF SERVICE**

3.3.1 The Company will be providing service to Ohio customers located in the incumbent local exchange areas of AT&T, Verizon and Embarq. The Company's description of service areas in no way compels the Company to provide a service in an area where facilities or other extenuating factors limit the Company's ability to provide service.

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.4 AT&T AND VERIZON SERVICE AREA PRICES AND CHARGES****3.4.1 RESIDENTIAL LOCAL EXCHANGE SERVICE – RATES****3.4.1.1. Flat Rate Option—Individual:**

	<b>Non-Recurring Charge</b>	<b>Monthly Charge</b>
<b>All Rate Classes</b>	<b>\$50.00</b>	<b>\$20.00</b>

	<b>Maximum Non-Recurring Charge</b>	<b>Maximum Monthly Charge</b>
<b>All Rate Classes</b>	<b>\$70.00</b>	<b>\$40.00</b>

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.4. AT&T AND VERIZON SERVICE AREA PRICES AND CHARGES (Cont'd)****3.4.1. RESIDENTIAL LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.4.1.2. Home Business Line—Flat Fee Service:**

	Non-Recurring Charge	Monthly Charge
All Rate Classes	\$60.00	\$30.00

	Maximum Non-Recurring Charge	Maximum Monthly Charge
All Rate Classes	\$80.00	\$40.00

Home business line is for customers who have a separate home office in their residence and desire to have a separate phone line for a home-based business.

**3.4.1.3. Service Element Charges:**

	Non-Recurring Charge	Monthly Charge
<b>Dial Tone Connection Charge:</b>		
Per line, per customer request	\$0.00	N/A
<b>Service Change Charge:</b>		
Per line, per customer request	\$40.00	N/A
Record order	\$10.00	N/A
<b>Premises Work Charges:</b>		
Service call charge	\$50.00	N/A
First fifteen (15) minutes	\$20.00	N/A
Each additional fifteen (15) minutes	\$20.00	N/A
Dual service charge	\$43.00	N/A
<b>Restoration Of Service:</b>	\$20.00	N/A

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.4. AT&T AND VERIZON SERVICE AREA PRICES AND CHARGES (Cont'd)****3.4.1. RESIDENTIAL LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.4.1.4. Custom Calling Features**

	Non-Recurring Charge	Monthly Charge	Maximum Monthly Charge
Vertical Features			
Speed Calling			
8 Number	\$14.00	\$2.00	-
30 Number	\$14.00	\$2.00	-
Three-Way Calling	\$14.00	\$2.00	-
Call Forwarding	\$14.00	\$2.00	-
Variable	\$14.00	\$2.00	-
Busy Line (Expanded)	\$14.00	\$1.00	-
Busy Line (Overflow)	\$14.00	\$1.00	-
Busy Line (Programmable)	\$14.00	\$2.00	-
Don't Answer	\$14.00	\$2.00	-
Don't Answer (Expanded)	\$14.00	\$2.00	-
Don't Answer (Programmable)	\$14.00	\$6.00	-
Busy Line/Don't Answer	\$14.00	\$2.00	-
Busy Line (External)/DA	\$14.00	\$2.00	-
Call Rejection	\$14.00	\$10.00	-
Call Waiting	\$14.00	\$2.00	\$3.00
Abbreviated Access (One Digit)			
One Digit	\$14.00	\$3.00	-
Two Digits	\$14.00	\$1.00	-
Caller ID	\$14.00	\$2.00	\$3.00
Name and Number	\$14.00	\$11.00	-
Number	\$14.00	\$11.00	-

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.4. AT&T AND VERIZON SERVICE AREA PRICES AND CHARGES (Cont'd)****3.4.1. RESIDENTIAL LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.4.1.4. Custom Calling Features (Cont'd)**

	Non-Recurring Charge	Monthly Charge
Call Transfer	\$14.00	\$2.00
Continuous Redial	\$14.00	\$2.00
Call Waiting ID Add-on	\$14.00	\$2.00
Dial Call Waiting	\$14.00	\$2.00
CW ID Add-On w/privacy +	\$14.00	\$2.00
Directed Call Pickup	\$14.00	\$2.00
Directed Call Pickup w/Barge-In	\$14.00	\$2.00
Distinctive Alert	\$14.00	\$2.00
Hot Line	\$14.00	\$2.00
Last Call Return	\$14.00	\$2.00
Priority Call	\$14.00	\$2.00
Remote Access Forwarding	\$14.00	\$2.00
Scheduled Forwarding	\$14.00	\$2.00
Selective Call Forwarding	\$14.00	\$2.00
Wireless Extension	\$14.00	\$2.00
Warm Line	\$14.00	\$2.00

**3.4.1.5. Custom Ringing**

	Non-Recurring Charge	Monthly Charge
First Additional Number	\$20.00	\$2.00
Second Additional Number	\$20.00	\$1.00
Third Additional Number	\$20.00	\$1.00

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.4. AT&T AND VERIZON SERVICE AREA PRICES AND CHARGES (Cont'd)****3.4.1. RESIDENTIAL LOCAL EXCHANGE SERVICE –RATES (Cont'd)****3.4.1.6. Per-Use Features**

	Non-Recurring Charge	Monthly Charge
Call Trace	\$5.00	N/A
Maximum Call Trace Charge	\$7.50	N/A
Continuous Redial	\$5.00	N/A
Last Call Return	\$5.00	N/A
Three-Way Calling	\$5.00	N/A

Customers will be notified of cost before call is initiated.

**3.4.1.7. Toll Restriction**

	Non-Recurring Charge	Monthly Charge
Per line	\$10.00	\$10.00

**3.4.1.8. Directory Listing**

	Non-Recurring Charge	Monthly Charge
Business Listing	\$0.00	N/A
Each Additional Line of listing	\$15.00	N/A
Secretarial Listing	\$15.00	N/A
Each # listed Alpha	\$40.00	N/A
Non-Listed, per listing	\$15.00	N/A
Non-Published, per line	\$15.00	N/A
Additional Listings, each	\$5.00	N/A

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.4. AT&T AND VERIZON SERVICE AREA PRICES AND CHARGES (Cont'd)****3.4.1. RESIDENTIAL LOCAL EXCHANGE SERVICE –RATES (Cont'd)****3.4.1.9. Directory Assistance**

	Per Call
Direct Dialed	\$1.00
Alternately Billed	\$1.00

**3.4.2. BUSINESS LOCAL EXCHANGE SERVICE – RATES****3.4.2.1. Flat Rate Option—Individual**

	Non-Recurring Charge	Monthly Charge
All Rate Classes	\$100.00	\$50.00
Maximum monthly charge	\$125.00	\$70.00

**3.4.2.2. Service Element Charges**

	Non-Recurring Charge	Monthly Charge
<b>Dial Tone Connection Charge</b>		
- per line, per customer request	\$0.00	N/A
<b>Service Change Charge</b>		
- per line, per customer request	\$50.00	N/A
- Record Order	\$50.00	N/A
<b>Premises Work Charges</b>		
- Service Call Charge	\$50.00	N/A
- first 15 minutes	\$50.00	N/A
- each additional 15 minutes	\$50.00	N/A
- dual service charge	\$50.00	N/A

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.4. AT&T AND VERIZON SERVICE AREA PRICES AND CHARGES (Cont'd)****3.4.2. BUSINESS LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.4.2.3. Custom Calling Features (Non-Packaged)**

	Maximum Non-Recurring Charge	Monthly Charge	Maximum Monthly Charge
Caller ID	\$10.00	\$0.00	\$0.00
Name and Number	\$10.00	\$5.00	\$6.00
Number	\$10.00	\$3.00	\$3.00

**3.4.2.4. Directory Listings**

	Non-Recurring Charge	Monthly Charge
Business Listing	\$0.00	\$0.00
Each Add'l Line of listing		\$5.00
Secretarial Listing	\$10.00	\$5.00
Each # listed Alpha	\$50.00	\$5.00
Non-Listed, per listing	\$15.00	\$5.00
Non-Published, per line	\$15.00	\$5.00
Additional Listings, each	\$10.00	\$10.00

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.4. AT&T AND VERIZON SERVICE AREA PRICES AND CHARGES (Cont'd)****3.4.2. BUSINESS LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.4.2.5. Operator Service Charges—Local and Toll**

	Per Call
- Fully-Assisted Calling Card – Local	\$2.00
- Partially-Assisted Calling Card – Toll	\$2.00
- Operator Assisted Fully Assisted	\$2.00
- Operator Assisted Partially Assisted	\$2.00
- Station-to-Station Bill to Third	\$2.00
- Station-to-Station Live Operator-Dialed	\$2.00
- Station-to-Station Mechanized	\$2.00
- Person-to-Person Fully Assisted	\$2.00
- Person-to-Person Partially Assisted	\$2.00
Pay Telephone Charge	\$2.00
Busy Line Verification	\$2.00
Busy Line Interrupt	\$2.00

**3.4.2.6. Directory Assistance**

	Per Call
Direct Dialed	\$1.00
Alternately Billed	\$1.00

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.5. EMBARQ SERVICE AREA PRICES AND CHARGES****3.5.1. RESIDENTIAL LOCAL EXCHANGE SERVICE –RATES****3.5.1.1. Basic Rate Service—Individual:**

	Non-Recurring Charge	Monthly Charge
All Rate Classes- Flat Rate	\$100.00	\$30.00
Maximum charge	\$150.00	\$50.00

**3.5.1.2. Service Element Charges:**

	Non-Recurring Charge	Monthly Charge
<b>Dial Tone Connection Charge</b>		
- Line connection charge	\$0.00	N/A
- Service Order Charge	\$50.00	N/A
- Subsequent Service Order Charge	\$50.00	N/A
<b>Time and Materials Charges</b>		
- Time Charge, each 15 minute or fraction of	\$40.00	N/A
- Overtime Charges Monday – Friday	\$60.00	N/A
- Overtime Charges Sat, Sun, Holidays	\$60.00	N/A
- Material Charge	At Cost	N/A
<b>Local Restoral Charge, per line</b>	\$50.00	N/A
<b>Hunting Service:</b>		
- Line Hunting, per line or trunk	-	\$10.00
<b>Return Check Charge</b>	\$25.00	N/A

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.5. EMBARQ SERVICE AREA PRICES AND CHARGES (Cont'd)****3.5.1. RESIDENTIAL LOCAL EXCHANGE SERVICE –RATES (Cont'd)****3.5.1.3. Custom Calling Features**

	Maximum Non-Recurring Charge	Monthly Charge	Maximum Monthly Charge
Vertical Features			
Speed Calling			
8 Number	\$14.00	\$2.00	\$3.00
30 Number	\$14.00	\$2.00	\$3.00
Three-Way Calling	\$14.00	\$2.00	\$3.00
Call Forwarding	\$14.00	\$2.00	\$3.00
Variable	\$14.00	\$2.00	\$3.00
Busy Line (Expanded)	\$14.00	\$1.00	\$3.00
Busy Line (Overflow)	\$14.00	\$1.00	\$3.00
Busy Line (Programmable)	\$14.00	\$2.00	\$3.00
Don't Answer	\$14.00	\$2.00	\$3.00
Don't Answer (Expanded)	\$14.00	\$2.00	\$3.00
Don't Answer (Programmable)	\$14.00	\$6.00	\$3.00
Busy Line/Don't Answer	\$14.00	\$2.00	\$3.00
Busy Line (External)/DA	\$14.00	\$2.00	\$3.00
Call Rejection	\$14.00	\$10.00	\$12.00
Call Waiting	\$14.00	\$2.00	\$3.00
Abbreviated Access (One Digit)			
One Digit	\$14.00	\$3.00	\$4.00
Two Digits	\$14.00	\$1.00	\$3.00
Caller ID	\$14.00	\$2.00	\$3.00
Name and Number	\$14.00	\$11.00	\$12.00
Number	\$14.00	\$11.00	\$12.00

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.5. EMBARQ SERVICE AREA PRICES AND CHARGES (Cont'd)****3.5.1. RESIDENTIAL LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.5.1.4. Custom Calling Features (Non-Packaged) (Cont'd).**

	Non-Recurring Charge	Maximum Monthly Charge
<b>Other Features</b>		
- Do Not Disturb	\$25.00	\$5.00
- Priority Call	\$25.00	\$5.00
- Call Block	\$25.00	\$5.00
<b>Special Call Handling</b>		
- Acceptance	\$25.00	\$5.00
- Forwarding	\$25.00	\$5.00
- Select Call Forwarding	\$25.00	\$5.00
- Call Tracing Service	\$25.00	\$5.00
<b>Number Identification</b>		
- Anonymous Call Block	\$25.00	\$5.00
- Caller ID	\$25.00	\$5.00
- Caller ID Number	\$25.00	\$5.00
<b>Per Use Features</b>		
- *69	\$5.00	N/A
- Busy Redial	\$5.00	N/A
- Three-Way Calling	\$5.00	N/A
<b>Packages</b>		
- Basic Pack- five features		\$20.00
- Complete Pack- ten features		\$30.00
<b>Toll Restriction, per line</b>		
Operator Intercept (Referral of Calls)	\$25.00	\$5.00

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.5. EMBARQ SERVICE AREA PRICES AND CHARGES (Cont'd)****3.5.1. RESIDENTIAL LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.5.1.5. Directory Listing:**

	Non-Recurring Charge	Monthly Charge
<b>Primary Listings</b>		
<b>Additional Listings</b>		
Business	\$15.00	\$1.55
Residence	\$15.00	\$1.55
<b>Foreign Exchange Listings</b>		
Business	\$15.00	\$1.55
Residence	\$15.00	\$1.55
Nonlisted Service1	\$15.00	\$1.55
Nonpublished Service1	\$15.00	\$1.55

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.5. EMBARQ SERVICE AREA PRICES AND CHARGES (Cont'd)****3.5.2. BUSINESS LOCAL EXCHANGE SERVICE – RATES****3.5.2.1. Basic Rate Service:**

	Non-Recurring Charge	Monthly Charge
Individual or Multiline Key		
All Rate Classes	\$150.00	\$40.00
Maximum monthly charge	\$200.00	\$70.00

**3.5.2.2. Service Element Charges:**

	Non-Recurring Charge	Monthly Charge
<b>Dial Tone Connection Charge</b>		
- Line connection charge	\$50.00	N/A
- Service Order Charge	\$5.00	N/A
- Subsequent Service Order Charge	\$5.00	N/A
- Restoral Charge, per line	\$100.00	N/A
<b>Time and Materials Charges</b>		
- Time Charge, each 15 minute or fraction of	\$40.00	N/A
- Overtime Charges Monday - Friday	\$60.00	N/A
- Overtime Charges Sat, Sun, Holidays	\$60.00	N/A
- Material Charge	At Cost	N/A
Return Check Charge	\$25.00	N/A
Local Restoral Charge, per line	\$100.00	N/A

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)****3.5. EMBARQ SERVICE AREA PRICES AND CHARGES (Cont'd)****3.5.2. BUSINESS LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.5.2.3. Custom Calling Features (Non-Packaged):**

	Non-Recurring Charge	Monthly Charge
Caller ID	\$50.00	\$25.00
Caller ID – Number	\$50.00	\$25.00
Per Use Feature		

**3.5.2.4. Toll Restriction, Per Line.**

	Non-Recurring Charge	Monthly Charge
CRS1 Limited Restriction		
Individual Line	\$15.00	\$15.00
Trunk	\$15.00	\$15.00
Additional lines, same order	\$15.00	\$15.00
Subsequent Installation		
Individual Line	\$15.00	\$15.00
Trunk	\$15.00	\$15.00
Additional lines, same order	\$15.00	\$15.00
CRS2 Maximum Restriction	\$15.00	\$15.00
CRS3 Split 1+DDD Restriction	\$50.00	\$15.00
CRS4 - 976 Restriction	\$15.00	\$15.00
Individual Line	\$15.00	\$15.00
Trunk	\$15.00	\$15.00
Additional lines, same order	\$15.00	\$15.00
Subsequent Installation		
Individual Line	\$15.00	\$15.00
Trunk	\$15.00	\$15.00
Additional lines, same order	\$15.00	\$15.00

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	Non-Recurring Charge	Monthly Charge
<b>Billed Number Screening</b>		
Option 1 per line, third Number Billing	\$15.00	\$15.00
Option 1 Per trunk third number billing	\$15.00	\$15.00
Option 2, per line, third Number Billing	\$15.00	\$15.00
Option 2, per trunk, third number billing	\$15.00	\$15.00
Option 3, per line, collect billing	\$15.00	\$15.00
Option 3, per trunk, collect billing	\$15.00	\$15.00

**3.5.2.6. Operator Intercept (Referral of Calls):**

	Non-Recurring Charge	Monthly Charge
<b>Operator Intercept (Referral of Calls)</b>	\$1.00	\$1.00

**3.5.2.7. Directory Listings:**

	Non-Recurring Charge	Monthly Charge
<b>Primary Listings</b>		
<b>Additional Listings</b>		
Business	\$15.00	\$2.50
Residence	\$15.00	\$2.50
<b>Foreign Exchange Listings</b>		
Business	\$15.00	\$2.50
Residence	\$15.00	\$2.50
Nonlisted Service1	\$15.00	\$2.50
Nonpublished Service1	\$15.00	\$2.50

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**SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)**

**3.5. EMBARQ SERVICE AREA PRICES AND CHARGES (Cont'd)**

**3.5.2. BUSINESS LOCAL EXCHANGE SERVICE – RATES (Cont'd)**

**3.5.2.8. Directory Assistance:**

	Per Call
Direct Dialed	\$5.00
National Directory Assistance	\$5.00

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