

March 26, 1999

*A-310806*

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Re: Applications of NOW Communications, Inc.

Enclosed please find an original and three copies of the verified applications for authority to provide resold local exchange and resold intrastate long distance services. Separate fees are included for each application.

Please contact me for any inquiries.

Sincerely,



R. Scott Seab, Esq.

044722

DOCUMENT  
FOLDER

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SECRETARY'S BUREAU

99 MAR 29 AM 8:45

# ORIGINAL

## BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of NOW Communications, Inc.,  
for approval to offer, render, furnish, or  
supply telecommunications services as a  
Competitive Local Exchange Carrier  
to the public in the Commonwealth of  
Pennsylvania.

Application Docket No.

A- 310806

F

1999

*Note: Applicant is simultaneously filing for authority to offer services as a Reseller of Toll Services.*

1. **Identity of the Applicant:** NOW Communications, Inc. ("NOW"), 713 Country Place Drive, Jackson, MS 39208, (601) 949-7500, Fax: (601) 969-7880. There are no predecessor organizations or other names under which NOW has operated in the last five years. NOW's business address is 1695 High Street, Suite B, Jackson, MS 39205; same numbers as above.
2. **Contact Person:** R. Scott Seab, Vice President - Law and Public Policy, NOW Communications, Inc., Colorado Office, 711 South Tejon Street, Suite 201, Colorado Springs, CO 80903, (719) 633-9977, Fax (719) 633-9932 or (719) 632-1341, is the POC for all regulatory inquiries and mailings.
3. **Attorney:** Same as **Contact Person**.
4. **Fictitious Name:** NOW will not be using a fictitious name.
5. **Business Entity and Department of State Filings:** NOW is a foreign corporation. Proof of compliance with 15 Pa. C.S. Section 4124, a copy of NOW's Articles of Incorporation (with amendments), and list of officers are attached to this application as Attachment A. NOW is incorporated in the State of Mississippi.
6. **Affiliates and Predecessors in Pennsylvania:** NOW has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.
7. **Affiliates and Predecessors Rendering Public Utility Service Outside Pennsylvania:** NOW has no affiliates rendering or predecessors which rendered public utility services outside Pennsylvania.
8. **Transactions with Affiliates:** NOW has no affiliate(s) providing service to or receiving services from NOW.
9. **Applicant's Present Operations:** NOW is not presently doing business in Pennsylvania as a public utility. However, NOW currently operates as a public utility and provides resold local exchange and resold long distance services in the states of Mississippi, Louisiana, Tennessee, Alabama, and Georgia. NOW is authorized to offer those services in the states of Florida, Texas, Kansas, Missouri, Kentucky, Maryland, Wisconsin, Michigan, Illinois, South Carolina, North Carolina, Indiana, Oklahoma, and Colorado, but NOW is not yet operating in those states.

07/14/99

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- 10. Applicant's Proposed Operations:** Competitive Local Exchange Carrier, providing local exchange services as a reseller of the incumbent's local exchange services.
- 11. Proposed Services:** NOW proposes to resell the same high quality local exchange services, including optional calling features, of the incumbent local exchange carrier. NOW will offer many local service centers throughout the Commonwealth where customers may obtain personal customer service, add or delete custom/optional calling features, and make payments on their accounts. NOW also provides high quality customer service through its toll-free customer service phone number.
- 12. Service Area:** NOW seeks authority to offer services throughout the Commonwealth of Pennsylvania. NOW will offer service wherever the incumbent local exchange carrier is authorized to provide service. NOW will not be a rural telephone company.
- 13. Market:** NOW offers only residential local and long distance service on a resold basis.
- 14. Initial Tariff:** NOW's proposed initial tariff setting forth its rates, rules, and regulations, is enclosed as Attachment B.
- 15. Financial:** NOW's capitalization and corporate stock structure is as follows: NOW is a C corporation with 1,000,000 shares of common stock authorized and 1,000,000 shares issued at \$1.00 per share. Attachment C contains the requested pro forma financial statements. The custodian for NOW's accounting records and supporting documentation is: Larry W. Seab, President and CEO, NOW Communications, Inc., 713 Country Place Drive, Jackson, MS 39208, (601) 949-7500, Fax (601) 969-7880. The accounting records and supporting documentation are maintained at NOW's business office, located at 1695 High Street, Suite B, Jackson, MS 39205, same numbers as above.
- 16. Start Date:** NOW proposes to begin offering services within 90 days following regulatory approval.
- 17. Further Developments:** None.
- 18. Notice:** I, R. Scott Seab, hereby certify that I have served a copy of this verified application and attachments by placing a copy of same in the United States Mail, properly addressed, postage prepaid, upon the following parties:

Irwin A. Popowsky  
Consumer Advocate  
1425 Strawberry Square  
Harrisburg, PA 17120

Bernard A. Ryan, Jr.  
Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14<sup>th</sup> Floor  
Harrisburg, PA 17120

Office of the Trial Staff  
Office of Special Assistants  
Bureau of Consumer Services  
Bureau of Fixed Utility Services  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

- 19. Affidavit:** The required affidavit is attached to this Application as Attachment D.
- 20. Federal Telecommunications Act of 1996:** NOW claims no particular status under that act other than that of a telecommunications carrier.
- 21. Compliance.** NOW has not been convicted of a crime involving fraud or dishonesty. NOW has not been a respondent before an administrative body other than in the normal course of applying for certificates of authority to provide resold local and long distance telephone services and in tariff approval proceedings in the state commissions identified in response to number 9 above. NOW has not been a defendant in any judicial forums.
- 22. Contact for Resolving Complaints:** Ms. Elma Wade, 1695 High Street, Suite B, Jackson, MS 39205, (888) 565-1011, Fax (888) 565-1014; Alternate: Mrs. Lynn Jennings, same address and numbers as above.
- 23. Falsification:** NOW understands that the making of false statements herein may be grounds for denying the Application, or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. Sections 4903 and 4904, relating to perjury and falsification in official matters.
- 24. Cessation:** NOW understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

**NOW Communications, Inc.**

By: 

**R. Scott Seab, Esq.**  
**Vice President - Law and Public Policy**

**Attachments:**

- A - Dept. of State Compliance, Articles of Incorporation, and List of Officers.**  
**B - Initial Tariff.**  
**C - Pro Forma Financial Statements.**  
**D - Affidavit.**

VERIFICATION

State of Colorado :

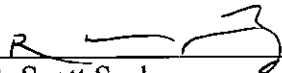
: ss.

County of El Paso :

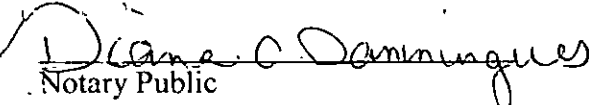
R. Scott Seab, Affiant, being duly sworn according to law, deposes and say that: He is the Vice President - Law and Public Policy of NOW Communications, Inc.;

That he is authorized to and does make this affidavit for said corporation;

That the facts above set forth are true and correct to the best of his knowledge, information, and belief, and that said corporation will be able to prove same at any hearing hereof.

  
\_\_\_\_\_  
R. Scott Seab

Sworn and subscribed before me this 26 day of March, 1999.

  
\_\_\_\_\_  
Notary Public  
711 South Tejon Street, Suite 201  
Colorado Springs, CO 80903

My commission expires: 12/14/2000.

**Attachment A**

**NOW COMMUNICATIONS, INC.**

Domiciliary Address: 713 Country Place Drive  
Jackson, MS 39208-6619

Business Address: 1695 High Street, Suite B  
Jackson, MS 39205

(888) 565-1011 (601) 949-7500 Fax: (601) 969-7880

---

**Corporate Officers and Directors - Business Addresses**

- **Larry W. Seab – Chief Executive Officer and President, Director.** 1695 High Street, Suite B, Jackson, MS 39205.
- **Charles W. McGuffee – Chief Financial Officer, Secretary, Treasurer, Director.** Same as above.
- **James E. Miller – Chief Marketing Officer, Vice President of Business Development; Director.** Same as above.
- **Steve Jennings – Comptroller and Director.** Same as above.
- **R. Scott Seab – Vice President of Law and Public Policy.** 711 South Tejon, Suite 201, Colorado Springs, CO 80903.
- **James R. Downs – Director.** 1105 Oakhurst Drive, Broomfield, CO 80020.

ARTICLES OF INCORPORATION

(Attach conformed copy.)

PROFIT  NONPROFIT  
(Mark Appropriate Box)

RECEIVED

FEB 29 96

The undersigned persons, pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby execute the following document and set forth:

1. The name of the corporation is

NOW Communications, Inc.

SECRETARY OF STATE  
JACKSON, MS.

2. Domicile address is 513 Delta Street

STREET

Rolling Fork, MS 39159

CITY/STATE/COUNTY/ZIP

3 FOR NON-PROFITS ONLY: The period of duration is \_\_\_\_\_ years or \_\_\_\_\_ perpetual.

4 (a) The number (and classes, if any) of shares the corporation is authorized to issue is (are) as follows (THIS IS FOR PROFIT ONLY)

Class(es)

No. of Shares Authorized

Common

10,000



4. (b) If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows:

5. The street address of its initial registered office is

513 Delta Street

STREET

Rolling Fork, MS 39159

CITY/STATE/ZIP

and the name of its initial registered agent at such address is

W. B. Holloway

6. The name and complete address of each incorporator is as follows (PLEASE TYPE OR PRINT):

W. B. Holloway

513 Delta Street Rolling Fork, MS 39159

NAME/STREET ADDRESS/CITY/STATE/ZIP

7. Other provisions:

W. B. Holloway

INCORPORATORS (SIGNATURES)

**RESOLUTION OF THE SHAREHOLDERS**

**OF**



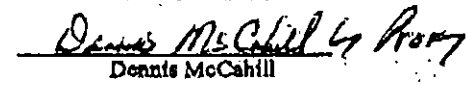
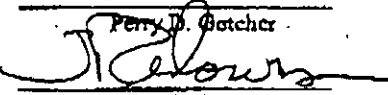
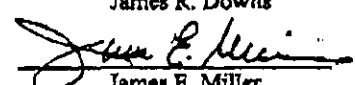
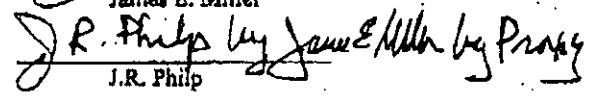
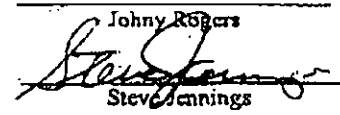
**NOW COMMUNICATIONS, INC.**

The undersigned, being the shareholders of NOW Communications, Inc., a Mississippi corporation, hereby vote in favor of, and adopt the following resolution:

**RESOLVED**, that the Articles of Incorporation are hereby amended to reflect:

- 1. the domicile of the company as 713 Country Place Drive, Jackson, MS 39208, and
- 2. the number of shares the company is authorized to issue is one million (1,000,000), class Common.
- 3. that the shareholders agree to consider an agreement to restrict share transfers pursuant to Section 6, Article II of the Bylaws.

**IN WITNESS WHEREOF**, the undersigned have executed this resolution on the dates indicated below, to be effective upon signing by the shareholders or designated proxies thereof.

DATE: <u>9-15-98</u>	 Larry W. Seab
DATE: <u>9-15-98</u>	 Charles W. McGuffee
DATE: <u>9-15-98</u>	 Dennis McCahill
DATE: _____	_____
DATE: <u>9-15-98</u>	 James R. Downs
DATE: <u>9/15/98</u>	 James E. Miller
DATE: <u>9/15/98</u>	 J.R. Philip
DATE: _____	_____
DATE: <u>9/15/98</u>	 Steve Jennings

Received Time Sep. 15. 4:02PM

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU  
ROOM 308 NORTH OFFICE BUILDING  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722

84

NOW COMMUNICATIONS, INC.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT.  
PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE  
COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS  
TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY  
QUESTIONS PERTAINING TO THE CORPORATION BUREAU, CALL (717) 787-1057.

ENTITY NUMBER: 2822995

MICROFILM NUMBER: 09847

1044-1045

R SCOTT SEAB ESQ  
711 S TEJON STE 201  
COLORADO SPRINGS CO 80903



707-1095

7. (Check one of the following):

(Business corporation): The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.

(Nonprofit corporation): The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for a Certificate of Authority to be signed by a duly authorized officer thereof this 16<sup>th</sup> day of June, 1998.

NOW COMMUNICATIONS, INC.  
(Name of Corporation)

BY: R. Scott Seab R. SCOTT SEAB  
(Signature)

TITLE: VICE PRESIDENT - LAW AND PUBLIC POLICY

400 Market Street, Suite 300  
Philadelphia, PA 19106-2571  
(215) 238-1450  
Editorial Fax: (215) 238-1466  
Advertising Fax: (215) 238-9489

REC'D 7/6/98

DEAR SCOTT,

ENCLOSED please find a tearsheet which includes  
your 'LEGAL NOTICE' in the issue dated 6/26/98.  
Please call anytime when the Phil. Bus. Journal  
can be of further assistance.

Thanks  
JK

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1-888-225-3297.

**LEGAL NOTICE**

Notice is hereby given of the  
application for foreign corporate  
authority filed by NOW Com-  
munications, Inc., a provider of  
local and long distance  
telecommunications services.  
Questions should be directed to  
R. Scott Seab, Vice President  
of Law and Public Policy, 711  
S. Tejon, Suite 201, Colorado  
Springs, CO 80903, phone  
(719) 633-9977.

*"There is nothing like  
a dream to create  
the future."*

*-Victor Hugo*

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for key people as we transform our in-house communications  
department to a full-service advertising and public relations  
agency. Customer choice has brought exciting times to the electric  
utility industry. It's a great time to be in the business of communi-  
cating with our customers, shareowners, communities, employees  
and other constituents.*

**Creative Director**

Ten or more years experience required. Should have advertising and direct-mail experience. Proven interpersonal and supervisory skills are a must. You can either be a writer or an art director who wants to run your own creative show. Strategic thinking and the ability to think integrated communications all the time are important. Getting the work done on time and on budget is your charge. But knock-you-over creative is what we are looking for from a proven performer.

**Marketing Communications  
Account Executive**

Ten or more years experience required. We're looking for a strategic thinker with strong communication skills and a proven focus on serving the client. You should be an account supervisor or account executive serving a consumer or commercial account or more. An MBA would be helpful.

**Marketing Communications Copywriter**

Excellent writer with five or more years experience in advertising, direct mail, sales support materials and print production. Public relations and speechwriting skills would be helpful.

**Art Director**

If you have five years experience with an art studio, ad agency or corporation, you may want to spread your wings with our growing creative department. There will be plenty of rewards for creative that sells. You'll be part of an account team where your input will be welcome.

If you have the skills and experience we need, we'd like to hear from you. Include the PP&L, Inc. Job Code number on your correspondence and send your resume and salary history to:

**HR-Selection**  
PP&L, Inc.  
Two North Ninth Street (GENN2)  
Allentown, PA 18101  
Job Code #98-0126 (Marketing Comm. Copywriter)  
Job Code #98-0127 (Art/Creative Director)  
Job Code #98-0128 (Marketing Comm. Acct. Executive)  
FAX: 610.774.4245  
E-mail: careers@papl.com  
No agencies please

PP&L, Inc. is an equal opportunity employer - M/F/D/V

**Proof of Publication in The Philadelphia Daily News  
Under Act No. 587, Approved May 16, 1929**

STATE OF PENNSYLVANIA /  
COUNTY OF PHILADELPHIA { ss.:

**Copy of notice or publication**

Notice is hereby given that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on June 19, 1998, by NOW Communications, Inc. a foreign corporation formed under the laws of the State of Mississippi where its principal office is located at 713 Country Place Dr., Jackson, MS 39208 for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988. The proposed registered office in Pennsylvania will be The CT Corporation System, Philadelphia County.

A. Dickerson ..... being duly sworn, deposes and says that **The Philadelphia Daily News** is a newspaper published daily, except Sunday, at Philadelphia, Pennsylvania, and was established in said city in 1925, since which date said newspaper has been regularly issued in said County, and that a copy of the printed notice or publication is attached hereto exactly as the same was printed or published in the regular editions and issues of the said newspaper on the following dates, viz.: .....

and the 25th day of June A.D. 19 98

Affiant further deposes and says that ..... he is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that ..... he is not interested in the subject matter of the aforesaid notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

*A. Dickerson*

Sworn to and subscribed before me this 25th day of

June 19 98

*Margaret C. Ruchalski*  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
Margaret C. Ruchalski, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires May 27, 2002

**Attachment B**

Combined Schedule of Rates, Rules and Regulations  
Governing Resale of Local Exchange (and Incidental Interexchange) Services  
Provided in the Commonwealth of Pennsylvania

OFFERED BY

**NOW Communications, Inc.**

Business Office:

1695 High Street, Suite B  
Jackson, MS 39205

Toll Free: 1-888-565-1011

---

**SYMBOLS**

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify a change in 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.
- (M) To signify material moved from or to another part of tariff with no change in text, rate rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (S) To signify matter appearing elsewhere or repeated for clarification.
- (T) To signify change in text but no change in rate, rule or condition.
- (Z) To signify a correction.

1 **TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used throughout this Tariff are defined below.

Access Code

"Access Code" means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

Authorized User

"Authorized User" means a person, firm, company, corporation, or other entity who is authorized by the Customer to take Service under this Tariff.

Automatic Number Identification (ANI)

"Automatic Number Identification" or "ANI" refers to the calling telephone number identification which will be forwarded to the Carrier's network by the Local Exchange Company ("LEC") as a call is placed. Feature Group D interconnections are used to gain access to a Carrier's switched telecommunications service.

Carrier

"Carrier" means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

"Commission" means the Pennsylvania Public Utility Commission.

Connection Fee

"Connection fee", also "Processing Fee", means the fee charged to the Company by the Underlying Carrier and the fee charged by the Company to the Customer to connect the Customer to the local switched network.

Credit(s)

"Credit(s)" has the meaning set forth in Section 2.24 hereof.

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**TARIFF FORMAT SHEET**

A. Page Numbering. Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revisions Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 34 cancels the 3<sup>rd</sup> revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
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- 2.1.1.A.1.(a).I.(i)(1)

1 **Technical Terms and Abbreviations (cont.)**

Credit Allowances

“Credit Allowances” has the meaning set forth in Section 2.24 hereof.

Customer

“Customer” means the person, firm, company, corporation, or other entity who, pursuant to a Service Order orders Service(s) under this Tariff. Customer shall include both residential and business customers.

FCC

“FCC” means the Federal Communications Commission.

Governmental Authority

“Governmental Authority” means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

“Holidays” means all Company-specified holidays: New Year’s Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Interruption

“Interruption” means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by subscriber for a continuous period of thirty (30) minutes or more.

Local Calling

“Local calling” means a completed call or telephone communication between a calling station and any other station within the local service area of the calling station.

1 **Technical Terms and Abbreviations (cont.)**

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" ("LATA") means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which an LEC provides communications service.

Local Exchange Carrier ("LEC")

"LEC" means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

Local Service Area

"Local service area" means that area within which a customer to exchange service can make telephone calls at exchange rates. A local service area may consist of one or more central office or exchange areas.

Minimum Service Period

"Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes local service under this Tariff, which is 30 days.

Non-recurring Charges

"Non-recurring Charges" means the one-time initial charges for service or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the application for service is executed and paid.

Other Providers

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

1 **Technical Terms and Abbreviations (cont.)**

**Prepaid Residential Telecommunications Service ("Prepaid Service")**

"Prepaid Residential Telecommunications Service" ("Prepaid Service") is resold basic local telecommunications services, including local calling ("dialtone"), for which the Company will not perform consumer credit checking or application screening. Under Prepaid Service the Company will not require a deposit from the customer. This term shall also have the meaning set for in Section 3.1 hereof.

**Processing Fee**

"Processing Fee" means a fee charged by the Company at the time service is ordered to process the customer's application for local service, also called a Service Order. It includes the connection fee.

**Recurring Charge**

"Recurring charge" means the monthly charges to the Customer for services, facilities, and/or equipment, which continue for the agreed upon duration of service.

**Regulation(s)**

"Regulation(s)" means any and all law(s), rule(s), regulation(s), (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

**Resale Tariff(s)**

"Resale Tariff(s)" means the tariff(s) of one or more Underlying Carriers.

**Scheduled Interruption**

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

**Service(s)**

"Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Tariff.

1 **Technical Terms and Abbreviations (cont.)**

Service Commencement Date

“Service Commencement Date” means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer’s acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order

“Service Order” means (i) an agreement between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

Sign Up Fee

Same as “Processing Fee”.

Subscriber

“Subscriber” means a [person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

Termination (Terminate)

“Termination” (or “Terminate”) means discontinuance of (to discontinue) Services, either at Customer’s request, or by the Company in accordance with Regulations.

Third Party Billing Companies

“Third Party billing Companies” means, collectively, and clearinghouse, LEC’s, or Other Providers, credit card companies or other third parties who bill Customers for Services on the Company’s behalf.

Underlying Carrier(s)

“Underlying Carrier(s)” means the LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Tariff. Specifically, the term refers to Bell Atlantic in Pennsylvania.

2 **RULES AND REGULATIONS**

The Company is a reseller of regulated local and interexchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements which are on file with, and have been approved by, the Commission.

2.1 **Undertaking of the Company**

2.1.1 **Obligation to Provide Service.** The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set for in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern. The Service Order becomes a contract upon the establishment of service or provision of any ordered facilities.

2.1.2 **Conditions to Company's Obligations.** The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.

2.1.3 **Right to Block Services.** The Company reserves the right to block Services to any Subscriber location without any liability whatsoever, in cases of bankruptcy, receivership, abandonment of services, or abnormal toll usage, on less than five days notice if necessary to protect the Company's revenues.

## 2.2 Responsibility and Use

- 2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited.
- 2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

## 2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications.

## 2.4 Interconnection

- 2.4.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, such service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.4.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

## 2.5 Equipment

- 2.5.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.
- 2.5.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulation (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

2.5.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.6 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.7 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while in the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.8 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours: provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

2.9 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or Subscriber with Regulation (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.10 Service Commencement

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use.

2.11 Minimum Service Period

The Minimum Service Period ("MSP") for local service will be for no less than thirty (30) days, which will automatically renew for subsequent terms of equal duration. Either the Company or the Customer may elect not to renew any MSP upon written or oral notice to the other no later than thirty (30) day prior to the expiration date of said MSP.

2.12 Service Order Cancellation and Refund of Processing Fee and MSP Recurring Charges

If a Customer cancels the Service Order, the Processing Fee and the recurring charges for the MSP are subject to refund at any time before Service is commenced pursuant to the Customer's Service Order.

2.13 Billing and Payments

2.13.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access.

2.13.2 All amounts stated on each local service monthly bill are due and payable as set out in Paragraph 2.13.4

2.13.3 Customers may pay for any service by credit card, money order, or cash at a Company authorized Agent or payment center location. Payments for service mailed to the Company must be in the form of a Money Order or Certified Check. Credit card payments are accepted by the Company by telephone.

2.13.4 Charges for Prepaid Local Service will be due on a monthly (30 days) basis, in advance. The Customer will pay each month for the service beginning 30 days after service is connected.

2.13 Billing and Payment (cont.)

2.13.5 The Company mails monthly invoices to Customers, which indicate the Customer's service and charges, plus applicable federal, state and local charges and taxes, for local service.

2.13.6 The Company will not alter the billing cycle for local service unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required with a Customer requests a number or billing change or when the Customer disconnects and reconnects service or transfers service from one premises to another.

2.13.7 The Company allows customers at least 21 days to pay bill charges.

The Company may set forth the following on monthly local service invoices:

- A. the number of access lines for which charges are stated;
- B. the beginning or ending dates of the billing period;
- C. the date the bill becomes delinquent if not paid on time;
- D. the unpaid balance (if any);
- E. the amount for basic service and an itemization for the amount due for toll service, if applicable, including the date and duration of each toll call;
- F. an itemization of the amount due for taxes, franchise fees, 911 surcharges (if applicable) and other surcharges as may be necessary and appropriate;
- G. the total amount due; and
- H. a toll free telephone number where inquiries may be made.

2.14 Customer Cancellation of Service

If the Customer cancels service in the first month after the date service is established, the Customer understands that the minimum term of service is 30 days, and no pro rated refund is required for the month in which service was cancelled. The Company shall have 10 days to connect service before a refund will be considered. After the first month of service, the customer may cancel service at any time and receive a pro-rated refund.

2.15 Deposits

The Company does not require a deposit for either local or long distance prepaid services.

2.16 Taxes

The Customer is responsible for payment of any and all end-user federal, state, municipal taxes or surcharges. Taxes and surcharges for local Prepaid Service will be billed by the Company on Customer's invoice and are in addition to the monthly charge for prepaid service. Said taxes are included in the per minute price of prepaid long distance service.

2.17 Denial of Service without Notice

The Company may discontinue service without notice for any of the following reasons: hazardous conditions on customer's premises; where customer's use of the equipment adversely affects the Company's equipment or service to others; if customer tampers with equipment furnished and owned by the Company; if the customer engages in the unauthorized use of the service by any method which causes hazardous signals over the Company's network; and/or if the customer engages in a use of the service or equipment that violates the law.

2.18 Denial of Service with Notice

- 2.18.1 Service may be discontinued upon 10 days notice for any of the following reasons:
- 2.18.1.A nonpayment of an undisputed delinquent charge or increased deposit (if required);
  - 2.18.1.B failure to substantially comply with terms of regulations or a settlement agreement;
  - 2.18.1.C refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
  - 2.18.1.D failure to comply with municipal ordinances, and/or as approved by federal or state law.
- 2.18.2 Service may not be discontinued by the Company for failure to pay charges not subject to Commission's jurisdiction unless specifically authorized in this tariff.
- 2.18.3 Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the office of the Company are not available to facilitate reconnection of service or on a day immediately preceding such day.
- 2.18.4 Customers shall have at least 21 days from the rendition of a bill to pay the charges stated. NOW will provide at least 5 days written notice to Customer prior to disconnection for nonpayment.

2.19 Restoration of Local Services

The customer's telephone service is subject to suspension and disconnection for any of the reasons listed in Section 2.18. If the customer does not resolve the reason for suspension or disconnection, the customer's service will first be suspended. If service is suspended, the customer's telephone number is reserved for 21 days, and if the customer is reconnected within that time, the customer will be charged a \$10.00 restoration fee as set out in Section 4.2. If the reason for suspension has not been resolved within the 21 day period of suspension, the customer's service will be disconnected. If service is disconnected, a new telephone number will be assigned and the customer will be again required to pay a Processing Fee of \$20.00. Prior to any reconnection the customer must pay any unpaid charges that are undisputed.

Complaints Complaints regarding billings should be made to the Company either in writing to NOW Communications, Inc., P.O. Box 807, Jackson, MS 39205, or via the Company's toll-free number at (888) 565-1011. Complaints may also be directed to the Pennsylvania Public Utility Commission, by calling toll-free 1-800-782-1110.

2.20 Limitation of Liability

- 2.20.1 Except if caused by the Company's willful misconduct or negligence, the Company's liability with respect to any claim, damages, or expense (i) brought by a Customer, Subscriber, or any other party regarding the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in not exceed the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowance pursuant to the provisions of Section 2.24 hereof.
- 2.20.2 To the extent permitted by an applicable Regulation, the Company's liability for negligence will also be limited to the amount described in Section hereof.
- 2.20.3 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.
- 2.20.4 Except as caused by the Company's willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Searches (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the company.
- 2.20.5 Any action or claim against the Company arising from any of its alleged acts or omission in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

2.21 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

2.22 Indemnification

Subject to the limitations of liability set forth in Section 2.20 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.22 shall defend the other at the others request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.22 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in liability to the indemnified party.

2.23 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, arising from or in connection with:

- 2.23.1 libel or slander resulting from Subscriber's use of the Services;
- 2.23.2 any loss damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the service or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;
- 2.23.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by and Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE or with other Subscriber-provided facilities or services; and
- 2.23.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

2.24 Credits and Credit Allowances

- 2.24.1 Credit ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the company as described in Section 2.24 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such credits are to be calculated by multiplying the monthly recurring rate for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours). An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is being rounded to the nearest hour.
- 2.24.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee, subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.24 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.
- 2.24.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.24; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the facts, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.
- 2.24.4 For credits to a customer's prepaid long distance account for incomplete or calls incorrect numbers, the customer may contact the Company toll free (888-565-1011) to obtain account credit information.

2.25 Local Calling / Service Area

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with that Underlying Carrier's existing local exchange boundary maps as approved by the Commission. The Company's service area incorporates the geographic regions and exchanges served by Ameritech.

2.26 Access to Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirements related thereto.

2.27 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

2.28 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through not fault of the Company) of any Underlying Carriers' facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

2.29 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provision of this Tariff will remain in full force and effect.

2.30 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.31 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Pennsylvania.

2.32 Assignment

- 2.32.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.
- 2.32.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

2.33 Operator Services

The Company does not provide operator services; however, Customers will have access to local operator services within the limitations imposed by the presence of the Underlying Carrier's toll restriction and billed number screening services and as required by statute.

3 **DESCRIPTION OF SERVICES**

3.1 **Resold Local Exchange Service**

Resold local exchange service is provided by the Company through resale of local exchange access and local exchange service provided by an Underlying Carrier. The Company's Services consist of (i) Prepaid Service, (ii) Optional Service Features, (iii) Directory Listing Service, and (iv) 911 Service (where available).

3.1.1 Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Pennsylvania. Prepaid Service is Available only within Local Calling Area as described in Section 2.25.

3.1.1.A Prepaid Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Prepaid Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place call to toll-free "800" or "888" telephone numbers. The Company's Prepaid Service does not permit a Customer to originate calls to direct dial (1+) or (0+) toll services; to caller-paid information services (e.g., "900", "976", "711"); or (0-) access or services. Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company. For any such charges incurred by Customer, the Customer will pay said charges.

3.1.1.B Standard Features. Each Prepaid Service Customer is provided with only local exchange service.

3.1.1.C Optional Features. Prepaid Service Customers may select from the following optional features where available from the Underlying Carrier: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial, (vii) Unpublished Number, and Memory Call.

3.1.1.D Rates and Charges. The Company will charge a Prepaid Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.4.1.

3.1 Resold Local Exchange Service (cont.)

3.1.1 Optional Service Features

- 3.1.2.A Call Waiting. A tone signals the Subscriber to indicate that another call is waiting. The Subscriber can answer the second call by flashing the switchhook or by hanging up the phone.
- 3.1.2.B Call Forwarding. The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.
- 3.1.2.C Three Way Calling. The Subscriber may sequentially call up to two other Customers' telephone numbers and add the call together making a three way call.
- 3.1.2.D Unpublished Number. The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.1.2.E Speed Dial. The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code.
- 3.1.2.F Call Return. The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.
- 3.1.2.G Caller ID. This feature enables the customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls.

When Caller ID is activated on a customer's line, the CPN of incoming calls is displayed on the called CPE during the first long silent interval of the ringing cycle.

Per line blocking for the blocking of CPN will be available upon request, at no charge, to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers where an executive officer of the agency registers a need for blocking and provides the required certification of the Company: a) private, nonprofit, tax exempt, domestic violence intervention agencies and b) federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call.

3.1 Resold Local Exchange Service (cont.)

3.1.1 Optional Service Features

3.1.2.G Caller ID. (cont.)

Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (#82 on their Touch Tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (#67 on the Touch Tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephone Service. If the Caller ID customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-assisted calls.

3.1.2.H Memory Call Also known as Voice Messaging, this service records the Customer's incoming calls when the Customer cannot answer the call or when the Customer's line is in use.

Resold Interexchange Service

The Company's prepaid long distance service does not require a deposit, credit check, or billing procedures. Customers may purchase the prepaid long distance by contacting NOW or an agent to purchase an amount of service in advance of such use. The customer is provided with a toll-free access number, which when dialed from the customer's pre-determined telephone number, authenticates the account, informs the customer of the amount of time available for the call, and instructs the customer to enter the number to be dialed. If the customer calls from another location, the customer is asked to enter the PIN number, and the same procedure is followed.

3.2 Directory Listing Service

3.2.1 The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customers' main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange areas.

3.2.2 The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.

3.2.3 The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.

3.2.4 In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.3 911 Emergency Service ("911 Service")

- 3.3.1 The Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.
- 3.3.2 At the time the Company provides local basic service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.
- 3.3.3 The Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 3.3.4 The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity.
- 3.3.5 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunction in 911 Service.
- 3.3.6 By dialing 911, the 911 Service calling party waives all privacy right afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, address associated with the originating station location are furnished to the Public Safety Answering Point.

4 RATES

4.1 Return Check Charge

If the Company accepts a personal check from the Customer, the Customer will be charged twenty dollars (\$20.00) or the applicable statutory return check charge (if any), whichever is greater, whenever is a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn. The Company will not seek attorneys fees from customer for collection of nonpayment.

4.2 Reconnection Fee

A customer will be charged a fee of ten dollars (\$20.00) for restoration after suspension of service. If the Customer is reconnected after disconnection of service the Customer shall be assigned a new telephone number and shall pay a new Connection Fee (\$69.00) prior to reconnection, which includes the first month of service. Prior to any reconnection allowed under this Tariff the customer must pay any unpaid charges that are undisputed.

4.3 Promotions

Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, time (not to exceed one year), and/or locations, and shall be subject to prior notification to and approval by the Commission.

4.4 Rates for Resold Local Exchange Services

4.4.1.A Non-Recurring Charges

Directory Listing	No Charge
Sign Up/Connection/Processing Fee*	\$69.00
Account Transfer to New Address	\$45.00
Change Existing Phone Number	\$22.50

\*Includes first month of local service.

4.4.1.B Recurring Charges

Monthly Prepaid Service	\$49.00, includes 911 charges and all applicable state and federal fees and taxes
Directory Listing	No Charge

4.4.1.C Optional Features

4.4.1.C.1 Non-Recurring Charges

Caller ID and Memory Call Set Up Fee <sup>1</sup>	\$20.00
Other Custom Features Set up Fee	\$10.00

4.4.1.C.2 Recurring Charges

Call Waiting	\$5.00
Call Forwarding	\$5.00
Three Way Calling	\$5.00
Unpublished Number	\$5.00
Speed Dial	\$5.00
Call Return	\$5.00
Caller ID	\$10.00
Memory Call	\$10.00

Rates for Resold Interexchange Services

Prepaid long distance services are provided at a flat rate of .25 cents per minute for any call within the continental United States. That rate includes all taxes and surcharges. There is no minimum time usage requirement and customers may prepay any amount desired for long distance services.

<sup>1</sup> The Caller ID Set Up Fee is a one time charge levied by the Company to cover charges of the underlying carrier to set up this service.

4.5 Directory Assistance

The Company does not provide directory assistance except through its prepaid toll free long distance network accessible by customers who purchase long distance services from the Company.

Notwithstanding the above, Customers will have access to Directory Assistance within the limitations imposed by the presence of the Underlying Carrier's toll restriction and billed number screening services and as required by statute.

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**5 TELEPHONE ASSISTANCE PROGRAMS**

5.1 Supplemental Assistance

- 5.1.1 A one time credit of up to 50% of the connection charge will be applied to each new eligible subscriber.
- 5.1.2 Participation in any of the following assistance programs is required to establish eligibility. The Pennsylvania Department of Public Aid will certify the applicants participation in assistance programs (a) and (b) below for purposes of determining eligibility: (a) Medicaid (b) Food Stamps (c) Supplemental Security Income (d) Federal Housing Assistance (e) Low-income Home Energy Assistance.
- 5.1.3 The Company's verification either through the Department of Public Aid or, in lieu of electronic verification, applicants will sign the appropriate form utilized by the state to establish certification.
- 5.1.4 The Link-Up Program connection charge reduction shall be available to only one access line per low income household.

**Attachment C**

**NOW Communications, Inc.**  
**BALANCE SHEET**

**PENNSYLVANIA**

	<u>INCEPTION</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
<b><u>ASSETS</u></b>						
<b><u>CURRENT ASSETS</u></b>						
CASH	\$75,000	\$88,088	\$483,631	\$1,239,183	\$1,989,962	\$2,634,776
LOCAL EXCHANGE CARRIER SECURITY DEPOSIT	\$0	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
RENT AND UTILITY DEPOSITS	\$0	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
MATERIALS AND SUPPLIES INVENTORY	\$0	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
<b>TOTAL CURRENT ASSETS</b>	<u>\$75,000</u>	<u>\$103,588</u>	<u>\$499,131</u>	<u>\$1,254,683</u>	<u>\$2,005,462</u>	<u>\$2,650,276</u>
<b><u>DEFERRED CHARGES</u></b>						
COST OF NUMBERS	\$0	\$0	\$0	\$0	\$0	\$0
START UP COST	\$0	\$56,490	\$56,490	\$56,490	\$56,490	\$56,490
<b>TOTAL DEFERRED CHARGES</b>	<u>\$0</u>	<u>\$56,490</u>	<u>\$56,490</u>	<u>\$56,490</u>	<u>\$56,490</u>	<u>\$56,490</u>
<b><u>FIXED ASSETS</u></b>						
DESK, CHAIRS, AND WORK TABLES	\$0	\$11,010	\$11,010	\$11,010	\$11,010	\$11,010
COMPUTER TERMINALS AND SOFTWARE	\$0	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
LEASEHOLD IMPROVEMENTS	\$0	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
SECURITY SYSTEM	\$0	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
SAFE	\$0	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
TELEPHONE SYSTEM	\$0	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
COPIER AND FAX MACHINE	\$0	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
LOCATION SIGNAGE	\$0	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
LESS: DEPRECIATION AND AMORTIZATION	\$0	(\$15,602)	(\$31,204)	(\$46,806)	(\$62,408)	(\$76,710)
<b>NET FIXED ASSETS AND DEFERRED CHARGES</b>	<u>\$0</u>	<u>\$84,398</u>	<u>\$68,796</u>	<u>\$53,194</u>	<u>\$37,592</u>	<u>\$23,290</u>
<b><u>TOTAL ASSETS</u></b>	<u>\$75,000.</u>	<u>\$187,986</u>	<u>\$567,927</u>	<u>\$1,307,877</u>	<u>\$2,043,054</u>	<u>\$2,673,566</u>
<b><u>LIABILITIES AND STOCKHOLDERS EQUITY</u></b>						
<b><u>CURRENT LIABILITIES</u></b>						
PAYROLL TAX PAYABLES	\$0	\$0	\$0	\$0	\$0	\$0
OTHER ACCOUNTS PAYABLE	\$0	\$0	\$0	\$0	\$0	\$0
INCOME TAX PAYABLE	\$0	\$21,621	\$186,656	\$423,549	\$528,692	\$529,667
<b>TOTAL CURRENT LIABILITIES</b>	<u>\$0</u>	<u>\$21,621</u>	<u>\$186,656</u>	<u>\$423,549</u>	<u>\$528,692</u>	<u>\$529,667</u>
<b><u>LONG TERM DEBT</u></b>						
LONG TERM NOTE PAYABLE	\$0	\$64,939	\$51,711	\$37,097	\$20,953	\$3,119
<b><u>STOCKHOLDER'S EQUITY</u></b>						
CAPITAL STOCK	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
RETAINED EARNINGS	\$0	\$26,426	\$254,560	\$772,231	\$1,418,409	\$2,065,780
<b>TOTAL STOCKHOLDER'S EQUITY</b>	<u>\$75,000</u>	<u>\$101,426</u>	<u>\$329,560</u>	<u>\$847,231</u>	<u>\$1,493,409</u>	<u>\$2,140,780</u>
<b><u>TOTAL STOCKHOLDERS EQUITY</u></b>	<u>\$75,000</u>	<u>\$187,986</u>	<u>\$567,927</u>	<u>\$1,307,877</u>	<u>\$2,043,054</u>	<u>\$2,673,566</u>

**NOW Communications, Inc.**  
**STATEMENT OF INCOME**

**PENNSYLVANIA**

<b>CUSTOMER COUNT</b>	1,944	3,888	5,832	5,839	5,839
<b>NUMBER OF EMPLOYEES</b>	7	11	11	11	11
	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
<b>REVENUES</b>					
MONTHLY FEE	\$384,912	\$1,154,736	\$1,924,560	\$2,310,858	\$2,312,244
OPTIONAL SERVICES	\$58,320	\$174,960	\$291,600	\$350,130	\$350,340
CONNECTION FEES	\$97,200	\$97,200	\$97,200	\$350	\$0
LONG DISTANCE	\$116,640	\$349,920	\$583,200	\$700,260	\$700,680
<b>GROSS REVENUE</b>	<b>\$657,072</b>	<b>\$1,776,816</b>	<b>\$2,896,560</b>	<b>\$3,361,598</b>	<b>\$3,363,264</b>
<b>COST OF REVENUE</b>					
LOCAL LOOP - MONTHLY	\$186,624	\$559,872	\$933,120	\$1,120,416	\$1,121,088
LOCAL LOOP - OPTIONAL SERVICES	\$46,656	\$139,968	\$233,280	\$280,104	\$280,272
LOCAL LOOP - CONNECTION CHARG	\$69,984	\$69,984	\$69,984	\$252	\$0
LONG DISTANCE	\$58,320	\$174,960	\$291,600	\$350,130	\$350,340
<b>TOTAL COST OF REVENUE</b>	<b>\$361,584</b>	<b>\$944,784</b>	<b>\$1,527,984</b>	<b>\$1,750,902</b>	<b>\$1,751,700</b>
<b>GROSS PROFIT</b>	<b>\$295,488</b>	<b>\$832,032</b>	<b>\$1,368,576</b>	<b>\$1,610,696</b>	<b>\$1,611,564</b>
<b>OPERATING EXPENSES</b>					
DEPRECIATION AND AMORTIZATION	\$15,602	\$15,602	\$15,602	\$15,602	\$14,302
INTEREST EXPENSE	\$5,879	\$5,900	\$4,514	\$2,984	\$2,984
SALARIES - MANAGEMENT	\$60,000	\$130,000	\$140,000	\$150,000	\$150,000
SALARIES - CUSTOMER SERVICE	\$15,000	\$22,500	\$22,500	\$22,500	\$22,500
SALARIES - INSTALL & MAINT	\$18,000	\$27,000	\$27,000	\$27,000	\$27,000
SALARIES - GENERAL & ADMIN	\$15,000	\$22,500	\$22,500	\$22,500	\$22,500
PAYROLL TAXES	\$12,960	\$24,240	\$24,240	\$24,240	\$24,240
ADVERTISING AND PRINTING	\$60,000	\$84,000	\$84,000	\$84,000	\$84,000
RENT, UTILITIES, AND TELEPHONE	\$13,200	\$19,800	\$19,800	\$19,800	\$19,800
HEALTH INSURANCE	\$14,400	\$39,600	\$39,600	\$39,600	\$39,600
PROPERTY INSURANCE	\$2,400	\$3,600	\$3,600	\$3,600	\$3,600
FORMS, SUPP, STAT, BUS CARDS	\$3,000	\$4,500	\$6,000	\$6,000	\$6,000
TRAVEL AND VEHICLE EXPENSE	\$12,000	\$18,000	\$18,000	\$18,000	\$18,000
<b>TOTAL OPERATING EXPENSES</b>	<b>\$247,441</b>	<b>\$417,242</b>	<b>\$427,356</b>	<b>\$435,826</b>	<b>\$434,526</b>
<b>NET INCOME BEFORE INC TAX</b>	<b>\$48,047</b>	<b>\$414,790</b>	<b>\$941,220</b>	<b>\$1,174,870</b>	<b>\$1,177,038</b>
<b>INCOME TAX @ 45 %</b>	<b>\$21,621</b>	<b>\$186,656</b>	<b>\$423,549</b>	<b>\$528,692</b>	<b>\$529,667</b>
<b>NET INCOME</b>	<b>\$26,426</b>	<b>\$228,134</b>	<b>\$517,671</b>	<b>\$646,178</b>	<b>\$647,371</b>

**Attachment D**

**AFFIDAVIT**

**State of Colorado** :

: ss.

**County of El Paso** :

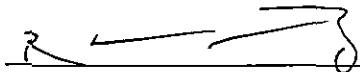
R. Scott Seab, Affiant, being duly sworn according to law, deposes and say that: He is the Vice President - Law and Public Policy of NOW Communications, Inc.;

That he is authorized to and does make this affidavit for said corporation;

That NOW Communications, Inc., the Applicant herein, acknowledges that it may have an obligation to serve or continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the federal Telecommunications Act of 1996, signed February 6, 1996; or with other applicable statutes and regulations;

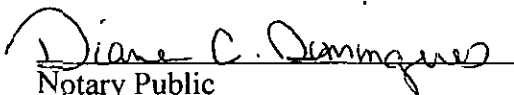
That NOW Communications, Inc., the Applicant herein, asserts that it possess the requisite managerial, technical, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission;

That the facts above set forth are true and correct to the best of his knowledge, information, and belief, and that said corporation will be able to prove same at any hearing hereof.



R. Scott Seab

Sworn and subscribed before me this 26 day of March, 1999.



Notary Public

711 South Tejon Street, Suite 201

Colorado Springs, CO 80903

My commission expires: 12/14/00



Legal Office

R. SCOTT SEAB, Esq.  
Vice - President, Law and Public Policy

June 1, 1999

A- 310806

Doreen Trout  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Re: Applications of NOW Communications, Inc.

Enclosed please find a certificate of service indicating service upon the named parties. I apologize for this oversight and I sincerely appreciate your assistance in this matter.

Respectfully Submitted,

  
R. Scott Seab, Esq.

NOW Communications, Inc.  
P.O. Box 807  
Jackson, MS 39205-0807

Telephone 601.969.5000  
Fax 601.969.1042

Legal Office:

711 S. Tejon Street, Suite 201  
Colorado Springs, CO 80903

rss@nowcommunications.com  
Telephone 719.633.9977  
Fax 719.633.9932/632.1341

RECEIVED TIME JUL. 13. 2:15PM

PRINT TIME JUL. 13. 2:17PM

## Certificate of Service

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of Section 1.54 (relating to service by a participant).

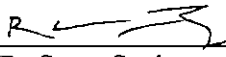
Irwin A. Popowsky  
Consumer Advocate  
1425 Strawberry Square  
Harrisburg, PA 17120

Bernard A. Ryan, Jr.  
Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14<sup>th</sup> Floor  
Harrisburg, PA 17120

Office of the Trial Staff  
Office of Special Assistants  
Bureau of Consumer Services  
Bureau of Fixed Utility Services  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Dated this 26<sup>th</sup> day of March, 1999.

  
\_\_\_\_\_  
R. Scott Seab

Counsel for NOW Communications, Inc.

April 29, 1999

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Attn: Doreen Trout  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Re: Applications of NOW Communications, Inc.

Dear Ms. Trout:

Pursuant to our phone conversation Tuesday, enclosed please find a check for \$250 and a certificate of service. Thank you for your assistance.

Sincerely,



R. Scott Seab, Esq.

05-1500

99 MAY - 3 AM 8:48  
RECEIVED  
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P. O. BOX 3265, HARRISBURG PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

April 28, 1999

R SCOTT SEAB, ESQUIRE  
NOW COMMUNICATIONS INC  
P O BOX 807  
JACKSON MS 39205-0807

Dear Mr. Seab:

Pursuant to our telephone conversation of today, I am returning the two checks, numbered 1077 and 1078, both in the amount of \$350.00 received as the filing fees for the Applications of NOW Communications, Inc.

Upon receipt of the replacement check in the amount of \$250.00, and upon receipt of the Certificate of Service as discussed, your application will be processed.

Very truly yours,

Doreen D. Trout  
Compliance & Assignments  
Secretary's Bureau

Enclosures