
2.1 Undertaking of the Company (Cont'd)**2.1.4 Liability of the Company, (Cont'd)**

2.1.4.M The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

2.1.4.N In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.O When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the 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 upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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2.1 Undertaking of the Company (Cont'd)**2.1.6 Provision of Equipment and Facilities**

- 2.1.6.A The 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. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.B The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.
- 2.1.6.C The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission or
 2. the reception of signals by Customer provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routing Installation

At the Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during 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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2.1 Undertaking of the Company (Cont'd)**2.1.8 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors or the Incumbent Local Exchange Carrier.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer**2.3.1 General**

The Customer shall be responsible for:

A. placing orders for service.

When placing an order for service, Customer must provide:

1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).

B. the payment of all applicable charges pursuant to this tariff.

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2.3. Obligations of the Customer (Cont'd)

2.3.1. General (Cont'd)

- C. reimbursing the Company for damages to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- D. providing at no charge, as specified from time to time by the Company, any needed personnel, 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 operating environment on such premises;
- E. 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 local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.D. Any costs associated with obtaining and maintaining the 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;
- F. 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

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2.3. Obligations of the Customer (Cont'd)

2.3.1. General (Cont'd)

to the Company's 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.

- G. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1.D above; 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 the facilities or equipment of the Company;
- H. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- I. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2. Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or any claim,

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2.3. Obligations of the Customer (Cont'd)

2.3.2 Claims (Cont'd)

- B. loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

- 2.4.1.A Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Service furnished by the company is not part of a joint undertaking with such other carriers.
- 2.4.1.B Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.1.C Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provision of this tariff.
- 2.4.1.D The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.4.2 Inspections

- 2.4.2.A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation,

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2.4. Customer Equipment and Channels (Cont'd)

2.4.2 Inspections (Cont'd)

operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

- 2.4.2.B If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized Users. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

- 2.5.1.A Taxes: The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. The Customer shall pay any such taxes that subsequently become applicable retroactively.

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2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

2.5.2.A All payments for prepaid local service are paid in advance and are due thirty days (30) from the date of installation and on the expiration of each subsequent thirty day (30) period. OneTone mails statements to each customer during every billing cycle indicating the due date and the amount that is due 10 days before the due date. These customer bills will comply with the requirements of Commission Regulation 103-622.1. If payment is not received within 5 days of the due date, service may be disconnected. Any disconnection will comply with Commission Regulation 103-633.

The Company's interexchange service is provided and billed on a monthly basis. Bills are due and payable upon receipt. A late fee of 1.5% per month (or the maximum amount allowed by law, whichever is lower) applies to any unpaid and past due balance. The late fee begins to accrue on the 30th day after the billing date. All late charge provisions will be implemented in compliance with Commission rules and regulations pertaining to the application of late fees.

2.5.2.B Customers may pay for service by credit card, an authorized payment agent, check, or money order.

2.5.2.C Company will bill Customer a charge not to exceed the maximum allowed by Florida law if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill. If a notice of a dispute as to charges is not received by the Company in writing within the applicable statute of limitations, such bills shall be deemed correct and binding. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may register a complaint with the Commission in accordance with the Commission's rules of procedure. Complaints may be directed to the Company either orally or in writing by calling or writing to the address below.

2.5.3.A The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

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2.5 Payment Arrangements (Cont'd)2.5.4 Discontinuance of Service

2.5.4.A The Company will comply with Commission Regulation 103-625 with regard to Discontinuance of Service.

2.5.4.B The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

2.5.5 Credit Allowance - Directory

Subject to the provisions of Section 2.4 of this tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
2. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
3. For listings and lines of information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

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2.5 Payment Arrangements (Cont'd)

2.5.6 Bad Check Charge

Carrier will bill Customer a one-time charge not to exceed the maximum allowed by Florida law if a check for payment of service is returned for insufficient or uncollected funds, closed account, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.6 Allowances for Interruptions of Service

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs.

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1 Credit Allowances

2.6.1.A Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

2.6.1.B For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for services outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

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2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances

No credit will be made for:

2.6.2.A interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;

2.6.2.B interruptions due to the negligence of any person using the Company's facilities with the Customer's permission.

2.6.2.C interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

2.6.2.D interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

2.6.2.E interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.A Applications for service are non-cancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.

2.7.1.B Where, prior to cancellation by the Customer, the company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall

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2.7 Cancellation of Service (Cont'd)

2.7.1 Cancellation of Application for Service (Cont'd)

2.7.1.B (Cont'd)

apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.C The special charges described in 2.7.1.A and 2.7.1.B will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by a Customer

2.7.2.A If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

1. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
3. all Recurring Charges for the applicable notice period.

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

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2.9 Notices and Communications

- 2.9.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing, except for notice of termination of service by the Customer, which may be given orally or 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.

2.10 Billing Contents

OneTone Telecom, Inc. customer bills will contain the following information

Name and address of OneTone Telecom, Inc.
Address of Correspondence
Address of Remittance

Customer Service/ Billing Inquiry toll-free telephone number (888) 216-1037

Name and address of Customer
Bill Date
All Account Numbers
Invoice Number
Summary of Charges
Detail of Charges

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 PRE-PAID CALLING SERVICES

OneTone will make available pre-paid local phone service to those individuals without a credit history or those who have experienced difficulties in establishing local phone service as a result of poor credit or no credit.

3.1.1 PRE-PAID LOCAL EXCHANGE RATES

A local pre-paid customer will be charged applicable non-recurring charges and monthly recurring charges as specified below.

Monthly Service Charges:

- 1. Bronze Package – Unlimited Local Dialing. ----- \$49.00
- 2. Silver Package – Unlimited Local Dialing. Includes Call Waiting,
Caller ID, Three Way Calling and Call Return ----- \$55.00
- 2. Gold Package – Unlimited Local Dialing. Includes Call Waiting,
Caller ID, Three Way Calling, Call Return, 3000 minutes of Long
Distance ----- \$65.00
- 4. Bronze Lifeline – Unlimited Local Dialing ----- \$34.00
- 5. Silver Lifeline – Unlimited Local Dialing. Includes Call Waiting,
Caller ID, Three Way Calling and Call Return ----- \$45.00
- 6. Gold Lifeline – Unlimited Local Dialing. Includes Call Waiting,
Caller ID, Three Way Calling, Call Return, 3000 minutes of Long
Distance ----- \$55.00

Long Distance requires no PIN or 1-800 dialing. Based on normal talk time usage per month, up to 3,000 any time minutes. Any minute of use exceeding 3,000 will revert to the standard tariff rate detailed in the Company's Florida Tariff No. 1.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES CONT'D)**3.1 PRE-PAID CALLING SERVICES (CONT'D)**

OneTone Telecom reserves the right to terminate, suspend, or restrict service without notice if it is determined that the service is being used beyond the realm of reason inconsistent with residential telephone use.

3.1.2 ADDITIONAL CHARGES

\$30	Processing Fee for New Installs (require new number)
\$30	Transfer Fee (new location)
\$20	New Number or Name Change
\$15	Add New Feature
\$20	Restore Fee (after suspension)
\$30	Reconnection Fee (after permanent disconnect)
\$20	Conversion Fee (to switch to new packages)
\$15	Processing Fee for Lifeline Customers for New Installs

3.1.3 LIFELINE

1. Applicability:
 - a. Lifeline discounts are applicable to local exchange services provided to eligible residential Applicants. Lifeline and Link-Up are supported by the federal universal support mechanism.
2. Territory:
 - a. Within the base rate areas of all BellSouth, and Verizon exchanges as shown and defined in the Incumbent LEC's current and effective Tariffs on file with the Commission.
3. Discounts:
 - a. Lifeline is provided as a reduction of the subscriber's access line rate for local service in amounts equal to the sum of the state and/or federal approved and supported credits. The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.

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3.1 PRE-PAID CALLING SERVICES (CONT'D)

3.1.3 LIFELINE (Cont'd)

4. Terms and Conditions:

Lifeline is provided only to the customer's principle residence.

- a. One low-income credit is available per household and applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low-income assistance programs identified in 5 following.
- b. Proof of eligibility in any of the qualifying low-income assistance programs should be provided to the Company at the time of application for service. The Lifeline credit will not be established until the Company has received proof of eligibility.
- d. When, for any reason, a customer is determined to be ineligible the Company will contact the customer. If the customer cannot provide eligibility documentation, the Lifeline service would be rendered at the Standard package price.
- e. Certification of eligibility in any of the qualifying low-income assistance programs will be required for any account that has been disconnected prior to the reestablishment of the service.

5. Eligible low-income assistance programs:

- a. The eligible low-income assistance programs are the same as those defined in the Incumbent LEC's current and effective Tariffs on file with the Commission. The eligible benefits are to include Temporary Assistance to Needy Families (TANF), Food Stamps (EBT), and/or Medicaid.

3.1.4 LINK-UP

1. Link-Up is a connection assistance program, which provides for the reduction of applicable charges associated with connection of telephone service.
2. The applicant must meet the requirements for qualification for Lifeline Telephone Service.

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SECTION 4 – MAXIMUM RATES

4.1 PRE-PAID CALLING SERVICES

OneTone will make available pre-paid local phone service to those individuals without a credit history or those who have experienced difficulties in establishing local phone service as a result of poor credit or no credit.

4.1.1 PRE-PAID LOCAL EXCHANGE MAXIMUM RATES

A local pre-paid customer will be charged applicable non-recurring charges and monthly recurring charges as specified below.

Monthly Service Charges:

- 1. Bronze Package – Unlimited Local Dialing. ----- \$61.25
- 2. Silver Package – Unlimited Local Dialing. Includes Call Waiting, Caller ID, Three Way Calling and Call Return ----- \$68.75
- 3. Gold Package – Unlimited Local Dialing. Includes Call Waiting, Caller ID, Three Way Calling, Call Return, 3000 minutes of Long Distance ----- \$81.25
- 4. Bronze Lifeline – Unlimited Local Dialing ----- \$42.50
- 5. Silver Lifeline – Unlimited Local Dialing. Includes Call Waiting, Caller ID, Three Way Calling and Call Return ----- \$56.25
- 6. Gold Lifeline – Unlimited Local Dialing. Includes Call Waiting, Caller ID, Three Way Calling, Call Return, 3000 minutes of Long Distance ----- \$68.75

Long Distance requires no PIN or 1-800 dialing. Based on normal talk time usage per month, up to 3,000 any time minutes. Any minute of use exceeding 3,000 will revert to the standard tariff rate detailed in the Company’s Florida Tariff No. 1.

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SECTION 4 – MAXIMUM RATES

4.1 PRE-PAID CALLING SERVICES (CONT'D)

OneTone Telecom reserves the right to terminate, suspend, or restrict service without notice if it is determined that the service is being used beyond the realm of reason inconsistent with residential telephone use.

4.1.2 ADDITIONAL CHARGES – MAXIMUM RATES

- \$37.50 Processing Fee for New Installs (require new number)
- \$37.50 Transfer Fee (new location)
- \$25.00 New Number or Name Change
- \$18.75 Add New Feature
- \$25.00 Restore Fee (after suspension)
- \$37.50 Reconnection Fee (after permanent disconnect)
- \$25.00 Conversion Fee (to switch to new packages)
- \$18.75 Processing Fee for Lifeline customers for New Installs

4.1.3 RETURN CHECK CHARGE

The Customer will be charged twenty-five dollars (\$25.00) whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn. The Customer will be charged a fee consistent with SC Code Ann. 34-11-70 whenever a check or draft presented for payment of Service is dishonored by the institution upon which it draws.

4.1.4 PROMOTIONS

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules and regulations (i.e., thirty (30) days written notice to the Commission before implementation). A Copy of all promotionals filed with the Commission will be provided to the ORS.

ISSUED: March 26, 2008

EFFECTIVE: **AUG 18 2008**

By:

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4.1 PRE-PAID CALLING SERVICES (CONT'D)

4.1.5 MISCELLANEOUS RATES AND CHARGES

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required or allowed by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to pay telephone service providers for the use of their pay telephones to access the Company's Services. All such charges and rates will appear as a separate line item on the Customer's bill.

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SECTION 5 - MARKETING GUIDELINES

As a telephone utility under the regulation of the Florida Public Service Commission, OneTone Telecom, Inc. hereby asserts and affirms that as a provider of interexchange and local exchange telecommunications services, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of the consumers in Florida and will comply with those marketing procedures, if any, set forth by the Florida Public Service Commission. Additionally, the company will be responsible for the marketing practices of any contracted or employees, telemarketers or customer sales representatives for compliance with this provision. The company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete telecommunications traffic within the State of Florida.

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