

TITLE SHEET

ARIZONA INTEREXCHANGETELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the resale of interexchange telecommunications services provided by BullsEye Telecom, Inc., ("BullsEye") with principal offices at 25900 Greenfield Road, Suite 330, Oak Park, Michigan 48237 for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

APPROVED FOR FILING  
DECISION #: 07751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

## CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	26	Original	*
1	Original	*	27	Original	*
2	Original	*	28	Original	*
3	Original	*	29	Original	*
4	Original	*	30	Original	*
5	Original	*	31	Original	*
6	Original	*	32	Original	*
7	Original	*	33	Original	*
8	Original	*	34	Original	*
9	Original	*	35	Original	*
10	Original	*	36	Original	*
11	Original	*	37	Original	*
12	Original	*	38	Original	*
13	Original	*	39	Original	*
14	Original	*	40	Original	*
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25					

\* - indicates those pages included with this filing.

<p>APPROVED FOR FILING</p> <p>DECISION #: <u>67751</u></p>
--

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

TABLE OF CONTENTS

Title Sheet	Cover
Check Sheet	1
Table of Contents	2
Application of Tariff	3
Symbols	4
Tariff Format	5
SECTION 1 - Technical Terms and Abbreviations	6
SECTION 2 - Rules and Regulations	8
SECTION 3 - Description of Services and Rates	29
SECTION 4 - Contracts and Promotions	38
SECTION 5 - Current Price List	39

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

**APPLICATION OF TARIFF**

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Arizona by BullsEye Telecom, Inc. subject to the jurisdiction of the Arizona Corporation Commission.

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.

APPROVED FOR FILING  
DECISION # 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

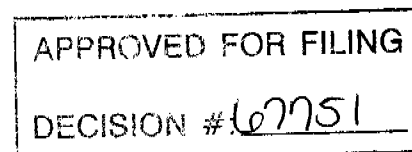
Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the ACC. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1
  - 2.1.1(A)
  - 2.1.1(A)(1)
  - 2.1.1(A)(1)(a)
  - 2.1.1(A)(1)(a)(I)
- D. Check Sheets** - When a tariff filing is made with the ACC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets).



---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**ACC** - Refers to the Arizona Corporation Commission.

**Access** - Access to the Company's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

**Access Code** - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

**Commission** - Refers to the Arizona Corporation Commission.

**Company or Carrier** - BullsEye Telecom, Inc. unless otherwise clearly indicated by the content.

**Customer** - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By: Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Equal Access** - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States vs. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

**Equal Access Code** - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

**Intrastate Message Telecommunications Service ("MTS")** - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate-switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Arizona.

**LATA** - Local Area of Transport and Access.

**LEC** - Local Exchange Company.

**Personal Identification Number (PIN)** - See Authorization Code.

**Premise** - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

APPROVED FOR FILING  
DECISION # 07751

Issued: April 15, 2005

Effective: May 16, 2005

By: Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501



---

**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of BullsEye Telecom, Inc.**

The Company provides long distance message telecommunications service to Customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the Customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company may act as the Customer agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer location to the Company network. The Customer shall be responsible for all charges due for such service arrangements.

Company services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Use**

**2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

**2.2.2** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.3** The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

**2.2.4** A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

APPROVED FOR FILING

DECISION #: 67751

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azi0501

---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations

- 2.3.1 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- 2.3.5 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.6 Title to all equipment provided by the Company under this tariff remains with the Company.

APPROVED FOR FILING  
DECISION # 67751

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Assignment and Transfer

- 2.4.1 All facilities provided under this tariff are directly or indirectly controlled by BullsEye and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.
  
- 2.4.2 Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to Customer affiliates or other designated entities for payment. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by Customer, whether invoiced by the Company to the Customer, Customer affiliates, or other designated entities.

APPROVED FOR FILING

DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Liability of the Company**

- 2.5.1** BullsEye's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer, whichever is less, for the period during which the faults in transmission occur. Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever. Moreover, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the Customer, or Authorized User, or joint user or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.5.2** The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

APPROVED FOR FILING

DECISION #: 67751

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability of the Company, (Cont'd.)

2.5.3 Indemnification - With respect to any claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of Company equipment, facilities and associated wiring of Customer premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

az10501

---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability of the Company, (Cont'd.)

- 2.5.4 Defacement of premises: No liability shall attach to the Company by reason of any defacement or damage to Customer premises resulting from the existence of Company equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- 2.5.5 The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- 2.5.6 Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.
- 2.5.7 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the Company's services.
- 2.5.8 The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of Authorization Codes of communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from Customer premises, and the placement of calls through equipment controlled and/or provided by the Customer that are transmitted over the Company network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

APPROVED FOR FILING

DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Responsibility

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of the Company service. When facilities, equipment, and/or communication systems provided by others are connected to Company facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:

- A. The Customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all Company regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the Customer must provide:
  - 1. The names and addresses of the persons responsible for the payment of service charges, and
  - 2. The names, telephone numbers, and addresses of the Customer contact persons.
- C. The Customer must pay the Company for the replacement or repair of Company equipment when the damage results from:
  - 1. The negligence or willful act of the Customer or user;
  - 2. Improper use of service; and
  - 3. Any use of equipment or service provided by others.
- D. After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing damage.

APPROVED FOR FILING  
DECISION #: 67751

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azi0501

---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Responsibility, (Cont'd.)

2.6.2 Billing and Payment For Service

A. Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- .1 any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- .2 any and all use of the services provided by the Company, including calls that the Customer did not individually authorize;
- .3 any calls placed by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

APPROVED FOR FILING  
DECISION #: 62751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azi0501



---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Customer Responsibility, (Cont'd.)**

**2.6.2 Billing and Payment For Service (Cont'd)**

**B. Disputed Charges**

- .1 Any objections to billed charges must be reported to the Company or its billing agent in writing within thirty (30) days of the closing date printed on the invoice or statement issued to the Customer. Disputes may be submitted orally or in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- .2 Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- .3 Customers may contact the Company's business office at the following toll-free number: 877-638-2855.
- .4 If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, AZ 85007-2996  
Telephone: 602-5424251

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

az10501

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Customer Responsibility, (Cont'd.)****2.6.3 Taxes and Fees**

- A. All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer bill.
- B. To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C. Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- D. The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access Company services.

APPROVED FOR FILING

DECISION #: 67751

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Responsibility, (Cont'd.)

2.6.4 Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Arizona law.

2.6.5 Return Check Charge

Customers will be charged a *maximum* charge of thirty-five (\$35.00) on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g., a bank error).

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

**ORIGINAL**

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Customer Responsibility, (Cont'd.)**

**2.6.6 Deposits**

- A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer that has established satisfactory credit and has no history of late payments to the Company.
- B. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D. The Company will pay an annual interest rate of 7% on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund.

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Responsibility, (Cont'd.)

2.6.6 Deposits (Cont'd)

- E. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
  
- F. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the Company. A transfer of service from one location to another within the Company serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
  
- G. Deposits will be refunded after twelve months of timely payment, with interest as specified above.

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

az10501

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Customer Responsibility, (Cont'd.)****2.6.7 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and two (2) months' charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

**2.6.8 Cancellation by Customer**

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

APPROVED FOR FILING

DECISION #: 67751

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Refunds or Credits for Service Outages or Interruptions**

- 2.7.1 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.
- 2.7.2 If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.7.3 Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. 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 within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.7.4 The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

APPROVED FOR FILING  
DECISION #: 107751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President - Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Refunds or Credits for Service Outages or Interruptions, (Cont'd.)

2.7.5 For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 4 or more)

B = total monthly recurring charge for affected service.

2.7.6 For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501



---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Cancellation or Termination of Service by Customer**

**2.8.1** Customers of presubscribed long distance services may cancel service at any time by providing BullsEye with written or verbal notification. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.

**2.9 Cancellation or Termination of Service by Company**

**2.9.1** For nonpayment: The Company may terminate service to a Customer or Subscriber for nonpayment of undisputed charges upon five (5) days written notice to the Customer or Subscriber without incurring any liability for damages due to loss of telephone service to the Customer or Subscriber. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.

**2.9.2** BullsEye may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:

- A.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B.** For use of telephone service for any purpose other than that described in the application.
- C.** For neglect or refusal to provide reasonable access to BullsEye or its agents for the purpose of inspection and maintenance of equipment owned by BullsEye or its agents.
- D.** For noncompliance with or violation of Commission regulation or BullsEye rules and regulations on file with the Commission.

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation or Termination of Service by Company, (Cont'd.)

2.9.2 (Cont'd.)

- E. Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect BullsEye equipment or service to others.
- F. Without notice in the event of tampering with the equipment or services owned by BullsEye or its agents.
- G. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, BullsEye may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- H. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Interconnection**

Service furnished by BullsEye may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with BullsEye service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.11 Terminal Equipment**

Company facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

**2.12 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 900, 976 and 700 Numbers**

The Company does not provide 900, 976 or 700 number services. Customer calls placed to these numbers are routed to the local or long distance carrier providing the service. Customers may contact their local exchange carrier or the carrier providing the service to request blocking of access to these numbers.

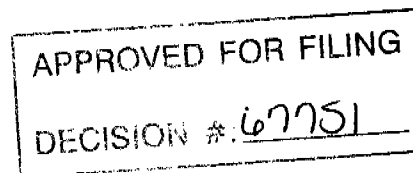
**2.14 Toll Free Services**

**2.14.1** The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.

**2.14.2** The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.

**2.14.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.

**2.14.4** If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.



---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES****3.1 General**

BullsEye provides direct dialed outbound service, inbound toll free service, travel card service and access to directory assistance for communications originating and terminating within the state. Long Distance service is only available in conjunction with Company local exchange service. Company services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of the Company services and network.

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.2 Timing of Calls**

Billing for calls placed over the BullsEye network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Timing of each call begins when the called station is answered (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 The initial and additional billing increments are stated in the description of each service.
- 3.2.4 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, BullsEye will reasonably issue credit for the call.

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.3 Rate Periods**

The Company does not rate services based on time of day.

**3.4 Emergency Calls**

No charge applies to emergency calls to recognized emergency numbers.

**3.5 Holidays**

The Company does not offer Holiday discounts.

**3.6 Calculation of Distance**

The Company does not offer discounts based on mileage.

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azi0501



**ORIGINAL****SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.7 Public Telephone Surcharge**

In order to recover Company expenses to comply with the FCC pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Maximum Rate Per Call:            \$1.00

APPROVED FOR FILING  
DECISION # 67751

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.8 IntraLATA Toll Service

IntraLATA Toll Service is available to Customers who presubscribe to the any of the Company's local exchange services. IntraLATA calls are timed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

Maximum Per Minute Rate: \$0.40

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.9 InterLATA Toll Service

InterLATA Toll Service is available to Customers who presubscribe to any one of the Company's local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

Maximum Rate Per Minute: \$0.40

APPROVED FOR FILING  
DECISION # 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President - Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.10 Toll Free Services****A. Switched Toll Free Plan 1**

Switched Toll Free Plan 1 is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of eighteen (18) seconds. Rates are not mileage or time-of-day sensitive.

Maximum Rate Per Minute: \$0.40

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.11 Calling Card Service**

Calling Card Service is available to Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds. A per call charge applies in addition to a per minute charge.

Maximum Rate Per Minute: \$0.50

Maximum Rate Per Call: \$4.00

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

az10501

---

**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.12 Directory Assistance**

Directory Assistance is available to BullsEye Customers. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Maximum Rate per Call: \$2.00

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

az10501

---

**SECTION 4 - CONTRACTS AND PROMOTIONS**

**4.1 Demonstration Calls**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed three (3) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

**4.2 Promotions - General**

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501

---

SECTION 5 - CURRENT PRICE LIST

5.1 Public Telephone Surcharge

Rate per Call: \$0.60

5.2 IntraLATA Toll Service

Per Minute Rate: \$0.19

5.3 InterLATA Toll Service

Rate Per Minute: \$0.19

5.4 Toll Free Services

A. Switched Toll Free Plan 1

Rate Per Minute: \$0.20

APPROVED FOR FILING  
DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501



---

SECTION 5 - CURRENT PRICE LIST, (CONT'D.)

5.5 Calling Card Service

Rate Per Minute: \$0.23

Rate Per Call: \$2.00

5.7 Directory Assistance

Maximum Rate per Call: \$2.00

APPROVED FOR FILING

DECISION #: 67751

---

Issued: April 15, 2005

Effective: May 16, 2005

By:

Scott Loney, Vice President – Marketing  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

azl0501