KENTUCKY

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

FOR

1-800-RECONEX, Inc.

d/b/a USTel

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by **1-800-RECONEX, Inc. d/b/a USTel** ("USTel") with principal offices located at 2500 Industrial Avenue, Hubbard, Oregon 97032. This tariff applies for services furnished within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

PUBLIC SERVICE COMMISSION
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8/2/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

Issued Date: July 3, 2006

Effective Date: August 2, 2006

By:

Jennifer E. Sikes, Regulatory Manager
2500 Industrial Avenue
Hubbard, Oregon 97032

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

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1-800-RECONEX, Inc. d/b/a USTel

Kentucky Tariff No. 4
10th Revised Page No. 2
Replacing 9th Revised Page No. 2

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

(C) To signify changed regulation.

(D) To signify discontinued rate or regulation.

(I) To signify increased rate.

(M) To signify a move in the location of text.

(N) To signify new rate or regulation.

(R) To signify reduced rate.

(S) To signify reissued matter.

(T) To signify a change in text but no change in rate or regulation.

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TARIFF FORMAT

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 between pages already in effect, a decimal is added. For example, a new page added between pages 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 page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Department follows in their tariff approval process, the most current page number on file with the Department is not always the Tariff page in effect

C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

2.1. 2.1.1.
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D. Check Sheet - When a tariff filing is made with the Commission, an undated 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 pages are added, the check sheet is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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APPLICATION OF TARIFF

This tariff contains the regulations, rates and charges applicable to the provision of competitive local telecommunications services by **1-800-RECONEX, Inc. d/b/a USTel** for the use of Customers in transmitting messages within the State of Kentucky, subject to the jurisdiction of the Kentucky Public Service Commission ("Commission"). Services include, but are not limited to resold and facilities-based voice services within the State of Kentucky. USTel's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The rates and regulations contained in this Tariff apply only to the services furnished by USTel and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.

This tariff is on file with the Kentucky Public Service Commission. In addition, this tariff is available for review at the main office of **1-800-RECONEX, Inc. d/b/a USTel** at 2500 Industrial Avenue, Hubbard, Oregon 97032.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

For the purpose of this tariff, the following definitions will apply:

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Account - A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share all any call allowance and features of the primary local exchange access line, excluding internet access. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure.

Advance Payment - Part or all of a payment required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier 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, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

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

Commission - The Kentucky Public Service Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company – 1-800-RECONEX, Inc. d/b/a USTel ("USTel") the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

ICB - Individual Case Basis.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

Message Toll Service - A service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this tariff. The rates specified in this tariff are in payment for all services furnished between the calling and called stations.

MOU - Minutes of Use.

PIN - Personal Identification Number. See Authorization Code.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Order Form - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

USTel - 1-800-RECONEX, Inc. d/b/a USTel, issuer of this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Kentucky, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Use of Services

A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

B. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

C. The Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

D. The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.1.3 Shortage of Equipment or Facilities

A. 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.

B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Terms and Conditions

A. Service is provided on the basis of a minimum period of at least thirty days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

B. Customers may be required to enter into written or verbal service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

D. This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for its choice of laws provision.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Terms and Conditions, Cont'd.

E. Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

F. To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

G. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

H. This service is voice applications. The Company reserves the right to adjust a customer's service upon appropriate customer notification. If it is determined that usage is not consistent with voice applications, customers' service may be assessed a $50 monthly recurring data usage charge or disconnected.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.5 *Limitations on Liability*

A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7 and direct damages of up to the equivalent of one month's service.

B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.5 Limitations on Liability, Cont'd.

D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

1. Any act or omission of: A. the Customer, B. any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or C. common carriers or warehousemen, except as contracted by the Company;

2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

3. Any unlawful or unauthorized use of the Company's facilities and services;

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.5 Limitations on Liability, Cont'd.

D. (Cont'd)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.

7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

9. Any non-completion of calls due to network busy conditions;

10. Any calls not actually attempted to be completed during any period that service is unavailable;

11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.5 Limitations on Liability, Cont'd.

E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

G. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.6 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 routine preventative 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 notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.6 Provision of Equipment and Facilities

A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

E. 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. Subject to this responsibility, the Company shall not be responsible for:

1. the through 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.

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2.1 Undertaking of the Company, Cont'd.

2.1.8 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;

B. of a type other than that which the Company would normally utilize in the furnishing of its services;

C. over a route other than that which the Company would normally utilize in the furnishing of its services;

D. in a quantity greater than that which the Company would normally construct;

E. on an expedited basis;

F. on a temporary basis until permanent facilities are available;

G. involving abnormal costs; or

H. in advance of its normal construction.

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2.1 Undertaking of the Company, Cont'd.

2.1.10 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

2.2.1 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.

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

2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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2.2 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order; complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

A. the payment of all applicable charges pursuant to this tariff;

B. damage 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

C. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

D. 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 Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1C.. Any and all costs associated with the 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.

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2.3 Obligations of the Customer, Cont'd.

2.3.1 General, Cont'd.

E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

F. 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.ID.; 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;

G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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2.4 Obligations of the Customer, Cont'd.

2.3.2 Liability of the Customer

A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2.4 Customer Equipment and Channels

2.4.1 General

A user 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.

2.4.2 Station Equipment

A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.

B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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2.5 Customer Equipment and Channels, Cont'd.

2.4.3 Inspections

A. Upon suitable 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 in Section 2.4.2B. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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.

C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges and recurring charges for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's next bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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2.5 Customer Deposits and Advance Payments Cont'd.

2.5.2 Deposits

The Company does not collect Customer deposits.

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2.5 Customer Deposits and Advance Payments Cont'd.

2.5.2 Deposits

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2.6 Payment Arrangements, Cont'd.

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Kentucky gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

B. Certain telecommunications services, as defined in the Kentucky Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Kentucky, or both, and are charged to a subscriber's telephone number or account in Kentucky.

C. **Kentucky Universal Service Fund (KUSF)**

In order to support funding of Life Line service to low-income consumers, the Company will collect a monthly Kentucky Life Line Support charge from its Customers for each local line provided by the Company. The charge per line, per month will be determined by the Commission.

D. **TRS/TAP** (T)

In order to support funding of TRS/TAP service to hearing and/or speech impaired individuals who must use a TRS/TAP, the Company will collect a monthly surcharge of $0.09 per line, the rate determined by the Commission. (R)

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2.6 Payment Arrangements, Cont'd.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

A. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.

B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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2.6 Payment Arrangements, Cont'd.

2.6.2 Billing and Collection of Charges, Cont'd.

E. If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

F. The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may contact the Kentucky Public Service Commission, toll free, at 1-800-772-4636 and/or file a complaint with the Kentucky Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Kentucky Public Service Commission
211 Sower Blvd.
Frankfort, KY 40601

G. If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3 of this tariff.

H. The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINS.

I. The Company's bill format will comply with 807 KAR 5:006 Section 6(3) and include the name of the Company and a toll free telephone number for Customer inquiries.

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2.6 Payment Arrangements, Cont'd.

2.6.3 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided ten (10) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3A. or 2.6.3B., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

A. Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 20 days from the date of the bill and only following proper written notification.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.

C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

E. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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2.6 Payment Arrangements, Cont'd.

2.6.3 Discontinuance of Service for Cause, Cont'd. (T)

F. Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

G. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.

H. Without notice in the event of tampering with the equipment or services furnished by the Company. (T)

I. The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (i.e., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's toll-free service, with thirty (30) days written notice. (T)

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2.6 Payment Arrangements, Cont'd.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company notice of desire to terminate service.

2.6.5 Cancellation of Application for Service

A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service a 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 apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

D. The special charges described in 2.6.5A. through 2.6.5C. will be calculated and applied on a case-by-case basis.

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2.6 Payment Arrangements Cont'd.

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Bad Check Charge

A service charge equal to $25.00 will be assessed in accordance with Kentucky law for all checks or other payment type submitted by the Customer to the Company returned or dishonored by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.7 Allowances for Interruptions in Service

2.7.1 General

A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

B. 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.

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2.7 Allowances for Interruptions in Service, Cont'd.

2.7.1 General Cont'd.

C. 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.

D. The Customer shall be responsible for the payment of service charges as set forth herein 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.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;

B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;

C. Due to circumstances or causes beyond the reasonable control of the Company;

D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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2.7 Allowances for Interruptions in Service, Cont'd.

2.7.2 Limitations of Allowances, Cont'd.

E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;

F. 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;

G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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2.7 Allowances for Interruption in Service, Cont'd.

2.7.4 Application of Credits for Interruptions in Service

A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates 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.

B. For calculating credit allowances, every month is considered to have thirty (30) days.

C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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2.7 Allowances for Interruption in Service, Cont'd.

2.7.4 Application of Credits for Interruptions in Service, Cont'd.

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
1 5 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours (T)

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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2.7 Allowances for Interruption in Service, Cont'd.

2.7.5 Limitations on Allowances

No credit allowance will be made for:

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

B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;

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

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

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;

F. interruption of service due to circumstances or causes beyond the reasonable control of Company; and

G. that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

A. all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus;

B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;

C. all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;

D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.9 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE KENTUCKY PUBLIC SERVICE TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Kentucky Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.11 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 to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.12 Notices and Communications

2.12.2 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.12.3 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.12.4 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement 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.

2.12.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13 Customer Responsibility

A. Cancellation by Customer

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. 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.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.14 Toll Free Services

2.14.1 The Company will make every effort to reserve toll free (i.e., A800/888") 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 us by another Customer

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SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: BellSouth Telecommunications, Inc. and Kentucky ALLTel

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SECTION 4 - DESCRIPTION OF SERVICES AND RATES, CONT'D.

4.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

4.1.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.

4.1.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

4.1.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

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SECTION 4 - DESCRIPTION OF SERVICES AND RATES, CONT'D.

4.2 Distance Calculations

The Company does not offer distance sensitive services.

4.3 Rate Periods for Time of Day Sensitive Services

The Company does not offer time of day sensitive services.

4.4 USTel Referral Program

Any existing USTel Customer who refers a potential customer to USTel will receive a one-time credit for each referred customer should the referred customer subscribe to and remain a USTel customer for at least 30 days. The referred customer must provide the name of the existing USTel Customer who made the referral upon ordering the new USTel service. The credit is applied only once to the Customer's next scheduled bill and expires with that bill. The credit does not apply separately for interstate intrastate service and cannot be redeemed for cash.

One-Time Per Customer Referral Credit: $10.00

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SECTION 4 - DESCRIPTION OF SERVICES AND RATES, CONT'D.

4.5 Network Exchange Bundled Service

USTel offers basic local exchange service only as part of a bundle or package of telecommunications services. All packages include local service, long distance service (interstate and intrastate toll) and selected custom calling features. Voice Mail and Optional Internet access 'may be available with some packages at an additional charge. The aforementioned services are only available as part of the bundled service offering and are not available on an individual service basis. Customers will be billed directly by the Company.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

A. Primary Line

The initial residential local exchange access line per account.

B. Secondary Line

The second or additional residential local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

Voice mail and Internet access are not regulated by the Commission.

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SECTION 4 - DESCRIPTION OF SERVICES AND RATES, CONT'D.

4.5 Network Exchange Bundled Service, Cont'd.

Network Exchange Bundled Service may include the calling features listed below:

Call Forwarding - Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 1 5 digits or less.

Caller ID with Name - Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE. In areas where Caller ID with Name is not available, Caller ID, which only displays the incoming telephone number, will be substituted.

Call Waiting with Caller ID with Name - Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. In areas where Caller ID with Name is not available, Caller ID, which only displays the callers telephone number, will be substituted.

Three Way Calling - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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SECTION 4 - DESCRIPTION OF SERVICES AND RATES, CONT'D.

4.5 Network Exchange Bundled Service, Cont'd.

4.5.2 Standard Services:

A. Local Minute Plan:

A monthly allowance of 1000 local minutes along with 60 minutes of long distance service. The long distance calls are billed in sixty (60) second increments. Caller ID, Anonymous Call Rejection, and Call Waiting are included in Local Minute. (C)

Service Fee	Per month rate	
Zone 1	$20.45	(I)
Zone 2	Not available at this time	

Local calls over 1000 minute allowance	Per minute rate
	$0.01

Long Distance/Toll calls over 60 minute allowance	Per minute rate	(C)
IntraLATA	$0.119	
Intrastate	$0.119	
Interstate	$0.090	

Secondary Line	Per month rate	
	$59.96	(I)

Service Connection Fee	One-time charge per line
Primary Line	$49.00
Secondary Line	$49.00

B. Community Choice Plan:

An unlimited monthly allowance of local minutes along with 60 minutes of long distance service. The long distance calls are billed in sixty (60) second increments. (C)
Caller ID, Anonymous Call Rejection, and Call Waiting are included with Community Choice.

Service Fee	Per month rate	
Zone 1	$23.45	(I)
Zone 2	$28.45	(I)

Long Distance/Toll calls over 60 minute allowance	Per minute rate	(C)
IntraLATA	$0.119	
Intrastate	$0.119	
Interstate	$0.090	

Secondary Line	Per month rate	
	$59.96	(I)

Service Connection Fee	One-time charge per line
Primary Line	$49.00
Secondary Line	$49.00

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4.5 Network Exchange Bundled Service, Cont'd.

4.5.2 Standard Services, Cont'd.

C. Regional Area Plan:

Customer will receive unlimited regional calling with the Regional Area Plan along with 120 minutes of long distance. The long distance calls are billed in sixty (60) second increments. Free Caller ID, Call Waiting, Anonymous Call Rejection, and Call Forwarding are included with Regional Area. (C)

Service Fee	Per month rate	
Zone 1	$27.45	(I)
Zone 2	$32.45	(I)
Long Distance/Toll calls over 120 minute allowance	Per minute rate	(C)
Intrastate	$0.119	
Interstate	$0.090	
Secondary Line	Per month rate	
	$59.96	(I)
Service Connection Fee	One-time charge per line	
Primary Line	$49.00	
Secondary Line	$49.00	

D. Regional Are Plan -Rural:

Customers in Zone 3 (Rural Zones) as designated by BellSouth Telecommunications will receive unlimited regional calling with the Regional Are Plan-Rural along with 120 minutes of long distance. The long distance calls are billed in sixty (60) second increments. The Feature Package is included with Regional Are Plan – Rural (C)

Service Fee	Per month rate	
	$49.45	(I)
Long Distance/Toll calls over 120 minute allowance	Per minute rate	(C)
Intrastate	$0.119	
Interstate	$0.090	
Secondary Line	Per month rate	
	$56.46	(I)
Service Connection Fee	One-time charge per line	
Primary Line	$49.00	
Secondary Line	$49.00	

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4.5 Network Exchange Bundled Service, Cont'd.

4.5.2 Standard Services, Cont'd.

E. Unlimited Choice Plan

Customer will receive an unlimited local, regional, and national calling with the Unlimited Choice Plan. All available features in the customer's area are included with the Unlimited Choice Plan

Service Fee	Per month rate	
Zone 1	$58.45	(I)
Zone 2	$58.45	|
Zone 3	$88.45	(I)
Secondary Line	**Per month rate**	
	$59.96	(I)
Service Connection Fee	**One-time charge per line**	
Primary Line	$49.00	
Secondary Line	$49.00	

F. USTel 200 Plan

Customer will receive unlimited local calling, 200 minutes of combined regional, intrastate, and state-to-state long distance with the USTel 200 Plan. All features available in the customers area are included with the USTel 200 Plan.

Service Fee	Per month rate	
Zone 1	$40.45	(I)
Zone 2	$40.45	↓
Zone 3	$73.45	(I)
Calls over 200 combined minute allowance	**Per minute rate**	
IntraLATA	$0.119	
Intrastate	$0.119	
Interstate	$0.090	
Secondary Line	**Per month rate**	
	$59.96	(I)
Service Connection Fee	**One-time charge per line**	
Primary Line	$49.00	
Secondary Line	$49.00	

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4.5 Network Exchange Bundled Service, Cont'd.

4.5.2 Standard Services, Cont'd.

E. Reserved for Future Use

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4.5 Network Exchange Bundled Service, Cont'd.

4.5.3 Member to Member Local Service

Member to Member Service is available to all USTel Customers of a Network Exchange Bundled Service. Member to Member allows USTel Customers to call other USTel Customers without incurring per call usage charges or depleting the bundled minutes call allowance up to the limit specified below. Calls under the Member to Member option must originate on and terminate to a telephone number presubscribed to a USTel Network Exchange Bundled Service. Customers are not required to identify Customers in their calling circle. Such identification will be handled by the Company's network.

Limits:	Residential Customers	Business Customers
	500 minutes	1000 minutes

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4.5 Network Exchange Bundled Service, Cont'd.

4.5.4 Reserved for Future Use

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4.5 Network Exchange Bundled Service, Cont'd.

4.5.5 Business Service

Business Service is a bundled package of telecommunications service available to small business customers.

A. 1500 Local Minute Plan: Customer will receive a call allowance of 1500 minutes of local calling. Calls placed above the call allowance will be billed in sixty (60) second increments. Features include in 1500 Local minute Plan are Call Waiting, Caller ID, and Three-way calling.

Service Fee	Per Month Rate
Zone 1	$19.95
Zone 2	$24.95
Zone 3	Not available at this time.

Local calls over 1500 minute allowance	Per minute rate
Direct Dial Access	$0.01

Long Distance/Toll calls	Per minute rate
	$0.049

Service Connection Fee	One-time charge per line
Primary Line	$0.00 when converted
Secondary Line	$44.00

B. 1500 Local Minute Additional Line Plan: Customer will receive a call allowance of 1500 minutes of local calling. Calls placed above the call allowance will be billed in sixty (60) second increments. Features included are: Call Waiting, Caller ID, and Three-way Calling. With 1500 Local Minute Additional Line Plan the customer may convert a primary and secondary line with no set up fee and a discounted monthly fee for the secondary line (must be converted together under this plan).

Service Fee	Per Month Rate	
Zone 1 (primary line)	$24.83	(I)
Zone 1 (secondary line)	$24.83	|
Zone 2 (primary line)	$29.83	|
Zone 2 (secondary line)	$29.83	(I)
Zone 3 (primary line)	Not available at this time	
Zone 3 (secondary line)	Not available at this time	

Local calls over 1500 minute allowance	Per minute rate
Direct Dial Access	$0.01

Long Distance/Toll calls	Per minute rate
	$0.049

Service Connection Fee	One-time charge per line
Primary Line	$0.00 when converted
Secondary Line	$0.00 when converted

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4.5 Network Exchange Bundled Service, Cont'd.

4.5.5 Business Service Cont'd

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C. Unlimited Local Plan: Customer will receive unlimited local calling and all of the features available in their area for free (Voice Mail* not included).

Service Fee	Per Month Rate
Zone 1	$27.95
Zone 2	$36.95
Zone 3	Not available at this time

Long Distance/Toll calls	Per minute rate
	$0.049

Service Connection Fee	One-time charge per line
Primary Line	$0.00 when converted
Secondary Line	$44.00

D. Unlimited Local Additional Line Plan: Customer will receive unlimited local calling and all of the features available in their area for free (Voice Mail* not included). With Unlimited Local Additional Line Plan the customer can convert a primary and secondary line with no set up fee and a discounted monthly fee for the secondary line (if converted together under this plan)

Service Fee	Per Month Rate
Zone 1 (primary line)	$27.95
Zone 2 (secondary line)	$24.00
Zone 2 (primary line)	$36.95
Zone 2 (secondary line)	$33.00
Zone 3 (primary line)	Not available at this time
Zone 3 (secondary line)	Not available at this time.

Long Distance/Toll calls	Per minute rate
	$0.049

Service Connection Fee	One-time charge per line
Primary Line	$0.00 when converted
Secondary Line	$0.00 when converted

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4.5 Network Exchange Bundled Service, Cont'd.

4.5.5 Business Service Cont'd

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E. Business Regional Plan: Customers will receive unlimited regional calling and all of the features available in their area for free.

Service Fee	Per Month Rate
Zone 1	$39.95
Zone 2	$44.95
Zone 3	$69.95

Long Distance/Toll calls	Per minute rate
	$0.049

Service Connection Fee	One-time charge per line
Primary Line	$0.00 when converted
Secondary Line	$44.00

F. Business Regional Additional Line Plan: Customer will receive unlimited regional calling and all of the features available in their area for free. With Business Regional Additional Line Plan the customer can convert a primary and secondary line with no set up fee and a discounted monthly fee for the secondary line (must be converted together under this plan).

Service Fee	Per Month Rate
Zone 1 (primary line)	$39.95
Zone 1 (secondary line)	$30.00
Zone 2 (primary line)	$44.95
Zone 2 (secondary line)	$35.00
Zone 3 (primary line)	$69.95
Zone 3 (secondary line)	$60.00

Long Distance/Toll Calls	Per minute rate
	$0.049

Service Connection Fee	One-time Charge per line
Primary Line	$0.00 when converted
Secondary Line	$0.00 when converted

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4.5 Network Exchange Bundled Service, Cont'd.

4.5.6 Toll Service

A. Long Distance Service

Long distance service is billed in sixty (60) second increments.

Rate Per Minute: $0.09

B. Long Distance Calling Packs

Individual Long Distance Calling Packs are not yet available at this time.

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES

5.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

5.1.1 Service Order Charges

Primary Service Connection Charge - applies to requests for initial connection or establishment of telephone service to the Company.

Secondary Service Connection Charge - applies to the second or additional line of a new access line installation and connection and customer requests for an inside move, change or addition to regular service. This charge applies only when the second or additional line is ordered simultaneously with the initial connection for service.

Transfer of Service Charge, Primary Line - applies to the first line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line - applies to the second, or third, etc., line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge - A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

Service Order Charge - This charge, applicable to Business Customers only, applies to customer-requested changes in service not covered specifically on other identified non-recurring service order and change charges. This charge is applied in cases where Hunting is added after the initial order is placed.

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.1 Service Order and Change Charges, (Cont'd.)

5.1.2 Change Order Charges

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Feature or Feature Pack Change Order - applies when a customer requests a change, adding or removing a feature or feature pack.

Toll Restriction Fee Order - applies when a Customer requests a change, adding or removing Toll Restriction Service.

Telephone Number Change Order - applies to each telephone number change request/order.

Long Distance Minutes Pack Change Order - applies to residential Customers who request/order a change to add or delete an LD Minutes Pack.

Listing Change Charge - applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

Home Edition Change Charge - applies when a residential Customer requests/orders a change in service from Home Edition- Basic Service to Home Edition- Standard Service or from Home Edition - Standard Service to Home Edition - Basic Service.

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.1 Service Order and Change Charges, (Cont'd.)

5.1.3 Record Change Charges

A Record Change charge applies when a Customer requests/orders a change to Company records such as adding/changing a name on said Customer's account, changing billing address or contact information, adding/changing the person(s) authorized to make changes on said Customer's account.

5.1.4 Miscellaneous Charges

Duplicate Invoice - applies each time a Customer requests an additional copy of a current bill or invoice.

Call Detail Report - applies each time a Customer requests local call detail for a given month.

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.1 Service Order and Change Charges, (Cont'd.)

5.1.5 Rates

	Residence	Business
Service Order Charges		
Primary Service Connection Charge	$49.00	$89.00
Secondary Service Connection Charge	$49.00	$89.00
Restoration Charge	$39.00	$59.00
Transfer of Service Charge, Primary Line	$49.00	$89.00
Transfer of Service Charge, Secondary Line	$49.00	$89.00
Technician Dispatch Charge	$109.00	$109.00
Service Order Charge	NA	$10.00
Change Order Service Charges		
Feature or Feature Pack Change Order	$39.00*	$59.00*
Toll Restriction Fee Order	$39.00*	$59.00*
Telephone Number Change Order	$39.00	$59.00
Long Distance Minutes Pack Change Order	$39.00	$59.00
Listing Change Charge	$39.00	$59.00
Service Plan Change Charge	$39.00	N/A
Record Change	No charge	No charge
Miscellaneous Charges		
Duplicate Invoice	$5.00	$5.00
Call Detail Report	$5.00	$5.00

* Charge does not apply if requested with initial order

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.2 Reserved For Future Use

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5.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

5.3.1 Rates

	Business	Residence
Per occasion	$59.00	$39.00

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.4 Public Telephone Surcharge

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

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

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.

Rate Per Call: $0.30

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.5 Optional Calling Features

The features in this section are made available to Residential and Business Customers on a per use basis. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

5.5.1 Feature Descriptions

Anonymous Call Rejection (ACR) is a service which blocks calls from being made to the customer's number by a caller who has blocked the delivery of their name and number. ACR informs callers who have blocked their name and number that the party they are trying to reach does not accept blocked calls.

Call Block Call Block prevents unwanted calls and interruptions. Call Block *60 lets the customer select up to twelve phone numbers from their local calling area to be blocked from reaching them. They can also block incoming calls placed from the last calling number even if the number is unknown. A blocked caller will hear a voice recording that says the Customer is not presently accepting calls. Dial *60 to turn on and *80 to turn off.

Call Forwarding: Call Forwarding forwards all incoming calls to another telephone number specified by the Customer. Press *72 and enter the phone number where the calls are to be forwarded. Two short tones will verify Call Forwarding is activated. Press *73 to turn it off.

Call Forwarding Busy: Call Forwarding busy forwards all calls that reach a busy signal to another telephone number specified by the Customer.

Caller ID: Provides the User with the calling party's name and telephone number. This information will be displayed only if the User provides the appropriate hardware. Such hardware is not available from the Company.

Call Trace: A service which permits the tracing of the last call received and holds the result for later use by an authorized law enforcement agency.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch-hook or hanging up the telephone and being rung back to the caller.

Feature Package: includes Anonymous Call Rejection, Call Block, Call Forwarding, Call Trace, Call Waiting, Caller ID, Last Call Return, Priority Call, Privacy Director, Repeat Dialing, Speed Dial, and Three-Way Calling

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at no charge but must be requested by the Customer.

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5.5 Optional Calling Features, Cont'd.

5.5.1 Feature Descriptions, Cont'd. (T)

Last Call Return: Call Return will automatically store the number of the last person who called. It can be used to return a call whether the call was answered or not. If the return number is busy, it will ring the number when it is no longer busy for up to thirty minutes. This service will monitor a busy number for one-half hour. Activate Call Return by dialing *69. Turn Call Return off by dialing *89.

Non-published Number: A directory listing which is not printed in a directory nor available from directory assistance.

Priority Call: Allows the customer to hear a distinctive ring when they're called from any six numbers they choose. To use, dial *61 and follow the voice prompts. To disconnect, dial *81and follow voice prompt.

Privacy Director: requires incoming calls from "unknown", "unavailable", or "private" numbers to identify themselves before the Customer's telephone will ring.

Repeat Dialing: Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

Calls to 800 Service numbers
Calls to 900 Service numbers
Calls preceded by an interexchange carrier access code
International Direct Distance Dialed calls
Calls to Directory Assistance
Calls to 911

Ringmaster/Distinctive Ring: Ringmaster/Distinctive Ring is a distinctive ring that gives the Customer two different numbers on one phone line. A special ring will let the Customer know which number has been dialed, so the Customer knows instantly if the call is for them or the other designated line holder.

Speed Dialing: Speed Dialing stores eight numbers. Once programmed into one phone, it will work from any phone in the house. To program Speed Dialing, press 74#, enter the two-digit code desired using numbers 20 through 49, and key in the telephone number the code is to represent. To call a Speed Dial number, the Customer simply enters the assigned code and presses #.

Three-Way Calling: The User can sequentially call two other people and add them together to make up a three-way call.

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5.5 Optional Calling Features, Cont'd.

5.5.2 Rates

Feature	Monthly Charge	Per Use Charge
Anonymous Call Rejection	$2.00	
Caller ID	Free	
Three-way Calling	$2.00	$1.25
Call Block	$2.00	
Call Forwarding Busy	$2.00	
Call Forwarding	$2.00	
Call Waiting ID	$2.00	
Call Trace	$2.00	$1.25
Hunting	$2.00	
Priority Call	$2.00	
Last Call Return *69	$2.00	
Privacy Director	$2.00	$1.25
Repeat Dialing	$2.00	
Ringmaster/Distinctive Ring	$2.00	
Speed Dialing	$2.00	
Non-published Number	$5.00	
Feature Package	$10.00 ($5.00 w/LATA Unlimited Plan)	

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5.6 Call Screening Service

Call Screening enables Customers to restrict certain types of outgoing calls from being placed over their exchange lines/trunks. This capability is provided only by means of recorded announcement restriction. Customers may block originating 1+, 101XXXX 1+, 10XXX 1+, and 900 service calls. Additionally, specific screening information from the originating line is sent to the operator to prevent operator assisted calls from being billed to the Customer's line.

Service is furnished only where facilities permit.

Subscribing to this service does not relieve Customers of responsibility for calls charged to their numbers.

The codes shown for this service are not to be considered all inclusive. Codes may be changed and new or different codes may be added as deemed appropriate by the Company.

5.6.1 Rates and Charges

		Business	Residential
A.	**Recurring Charges**		
	Per central office line equipped for screening	$1.25	$1.25
B.	**Non-Recurring Charges**		
	Per central office line equipped for screening	$20.00	$15.00

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5.7 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

5.7.1 Local and IntraLATA Per Call Service Charges

Calling Card (fully automated)	$0.80
Calling Card (non-or semi-automated)	$2.25
Station-to Station	$2.25
Collect	$2.25
Third Party Billed	$2.25
Person-to-Person	$4.90

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5.7 Local Operator Service, Cont'd.

5.7.3 Busy Line Verification and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption. If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	Per call
Busy Line Verification, each occasion	$2.25
Emergency Interruption, each occasion and in addition to the Verification charge	$3.00

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5.8 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory (ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

5.8.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

5.8.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

5.8.3 Alternate Listing

An alternate listing may be provided to the subscriber for the purpose of directing calling parties to other telephone numbers subject to the following conditions:

a. Names of individuals are not permitted
b. Text may not exceed one line
   i.e., If no answer
   If Extension is not known

5.8.4 Toll-Free Directory Listing

Where available, a listing which references the Toil-Free Number for a Business customer will be made available.

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5.8 Listing Services

5.8.5 Straight Line Under Listing

A business listing where one or more listings are indented under an original listing of the same customer without repetition of the name.

5.8.6 Caption and Sub-caption Listings

Two or more business listings may be placed under a caption consisting of the name of the customer or of any of the parties which the customer is entitled to list together with a designation or title where the name is not indicative of the business or profession. One or more sub-captions may be furnished under a caption, each sub-caption consisting of a directive heading which serves to identify two or more listings placed thereunder, where this grouping is necessary for the proper routing of calls.

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5.8 Listing Services, Cont'd.

5.8.7 Rates and Charges

	Monthly
Initial White Pages Listing	no charge
Additional White Pages Listing	
Residential Customer	S 2.00
Business Customer	$ 2.00
Non-published Listing	
Residential Customer	$ 5.00
Business Customer	$ 5.00
Non-Listed Listing	
Residential Customer	$ 2.00
Business Customer	$ 2.00
Alternate Listing	
Residential Customer	$ 2.00
Business Customer	$ 2.00
Toil-Free Directory Listings, each	
Residential Customer	N/A
Business Customer	$15.00
Straight Line Under Listings	
Business	$2.00
Residence	N/A
Captions and Sub-captions Listings	
Business	$2.00
Residence	N/A

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.9 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 requests per call to Directory Assistance. No credit will be given for requested telephone numbers that are not found in the directory. Customers may reach Directory Assistance by dialing direct or by having the call billed to a calling card or third number. There are no call allowances or exemptions for Directory Assistance, Directory Assistance Call Completion or National Directory Assistance.

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

5.9.1 Rates and Charges

Per call rate:

Within the Company's local calling area for the originating line	
Local direct dialed	$1.25
Local Operator Assisted	$1.25
Outside the Company's local calling and LATA/NPA serving areas for the originating line (National 411)	$1.25
Directory Assistance Call Completion	$0.99
Surcharge for Operator Assistance	$0.99

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5.10 Presubscribed Interexchange Carrier Charge

Customers may presubscribe USTel local access lines to their intrastate, interLATA long distance carrier of choice. Following the Customer's initial presubscription of each line, any subsequent change will incur a per line charge.

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	$5.00
Additional Line, Trunk or Port	$5.00

5.11 Basic Intercept Referral Service

Basic Intercept Referral Service is a service used when a Customer disconnects service or changes telephone numbers. Calls to the intercepted telephone number are referred to an operator or a recorded message. The announcement states that the called number has been disconnected or changed. If the number is available, it is given to the caller. The number may not be available if it is non-published or the Customer has left the area without providing a forwarding number.

Basic Intercept Referral Service is provided free of charge to residential and business customers for a minimum of thirty (30) days where facilities exist and the threat of telephone number exhaustion is not imminent.

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5.12 Prepaid Local Telephone Service Assistance Program (PLTSAP)

5.12.1 General:

A. Prepaid Local Telephone Service Assistance Program (PLTSAP) is a telecommunications service assistance program designed to assist customers who need to maintain local phone service and want greater control over their local phone usage. (T)

B. PLTSAP is a bundled product. Customers subscribing to PLTSAP have the option of two PLTSAP plans: (T)

1) Community Choice Plan: consists of unlimited local calling, Caller ID, Call Waiting, Call Forwarding, Toll and usage based service blocked. Directory Assistance is available at an additional per call rate outlined in Section 5.12.3 (d).

2) Universal Choice: consists of unlimited calling, all features listed in section 5.5.1 of this tariff, 1000 minutes of anytime long distance, usage based service blocked. Directory Assistance is available at an additional per call rate outlined in Section 5.12.5 (d).

C. Regulations stated herein apply to PLTSAP only. (T)

5.12.2 Regulations:

A. Customer eligibility. PLTSAP is available to: (T)

1) Customers applying for USTel's standard local telephone service that do not meet the credit screening requirements.

B. Customers subscribing to PLTSAP shall have mandatory Toll Restriction service and usage sensitive blocking placed on their line. Customers subscribing to PLTSAP shall not place intraLATA and interLATA long distance calls or have access to other usage sensitive services, for which additional charges are billed to the customers telephone number by USTel through tariffs or contracts nor subscribe to any services offered from USTel other than those included in PLTSAP as defined in paragraph 5.12.1(b) preceding. (T)

C. No deposit shall be required from an applicant for PLTSAP. (T)

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.12 Prepaid Local Telephone Service Assistance Program (PLTSAP) (T)

5.12.2 Regulations (Cont'd)

D. Disconnection of PLTSAP: (T)

Disconnection with notice: USTel may disconnect PLTSAP after notice for any of the following reasons:

1. upon conclusion of all periods for which an advance payment has been applied to the PLTSAP account and when the customer's PLTSAP has a zero balance; or

2. violation of the rules pertaining to the use of PLTSAP in the manner in which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.

Disconnection without notice. USTel may immediately disconnect PLTSAP without notice:

1. if the customer accrues new billable charges for toll or other services on their telephone bill as described in 5.12.2 (b) of this section;

2. where a known dangerous condition exists for as long as the condition exists; or

3. where service is connected without authority by a person who has not applied for the service or who has reconnected service without authority following termination of service.

E. Customers disconnected under this section, shall receive a final notice from the company stating that the customer has been permanently disconnected from PLTSAP. That notice shall also state the terms and conditions that the customer must satisfy before the customer can return to the basic local telephone service or PLTSAP. (T)

F. A customer subscribing to PLTSAP may return to basic local telecommunications service provided the customer: (T)

1. has paid all outstanding debt; and

2. has met USTel's credit screening requirements (T)

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.12 Prepaid Local Telephone Service Assistance Program (PLTSAP), Cont'd (T)

5.12.2 Regulations (Cont'd)

G. Upon a customer's completion of the obligations outlined in paragraph 5.12.2 (f) of this subsection, the company shall:

1) notify the customer of the eligibility requirements for returning to basic local telecommunications service without PLTSAP restrictions or to PLTSAP service.

2) Notify the customer of the option of receiving basic local telephone service with toll blocking and/or usage sensitive blocking pursuant to the rates, terms and conditions of USTel tariffs, and such toll restrictions and usage sensitive blocking can be removed at any time, upon the customer's request; and

3) Notify the customer of the need to contact USTel if the customer wants to return to basic local telecommunications service.

H. In addition to fulfilling the requirements of paragraph 5.12.2 (f) of this subsection, in order to subscribe to basic local telecommunications service, the customer shall:

1) request subscription to basic local telecommunications service or PLTSAP from USTel.

2) pay the service connection charges outlined in section 5.1.5 if applicable and assessed by USTel.

5.12.3 Prepaid Local Telephone Service Rates

A. Community Saver Plan: (taxes and fees not included in rate)	$24.95	(T)
B. Universal Saver Plan: (taxes and fees not included in rate)	$39.95	(T)
C. One-time PLTSAP Connection Charge	$39.00	(T)
D. Directory Assistance (per call)	$1.25	(T)

1) The initial payment for PLTSAP will be no greater than one month service under the PLTSAP plan described in a) and b) above preceding and any applicable non recurring service connection charges as specified in c) above.

2) subsequent monthly payment for PLTSAP shall not exceed the rates described in a) and b) above.

E. the due date of monthly payments shall be based upon the customer's regular billing cycle. (T)

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Executive Director

Issued Date: July 3, 2006

Effective Date: August 2, 2006

By:

Jennifer E. Sikes, Regulatory Manager
2500 Industrial Avenue
Hubbard, Oregon 97032

SECTION 6 - PROMOTIONAL OFFERINGS

6.1 Special Promotions

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer. At the Company's option, a letter outlining the promotion may be filed with the Commission Staff in lieu of filing language in the tariff.

6.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the tariff.

6.3 Reserved For Future Use

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SECTION 7 – SAMPLE FORMS

6.4 Sample of Bill

Account No.:_____
Bill Date: _____
Phone #:_____
Date Due: _____

Balance Due: _____

Amount Enclosed _____

Customer Address

Remit to:
USTel
PO Box 9
Hubbard, OR 97032

Please return this portion of bill with your payment

Account:_____
Phone #: _____
Date Due: _____
Total Due: _____

Customer Information

If you have any questions concerning this invoice, please contact USTel at 1-800-418-6020

Full-month charges are for services from _____ to _____

- *promotional offers* –

CHARGES AND CREDITS

Prior Balance Due
Current local usage
Service Plan
Features
Taxes and Surcharges
Payment Made
New Balance Due

Call log information

Total for _____(Account No.) _____

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