Group Long Distance, Inc.

TITLE SHEET

KENTUCKY TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Group Long Distance, Inc. ("GLD"), with principal offices at 1451 West Cypress Creek Road, Suite 200, Fort Lauderdale, Florida 33309. This tariff applies for services furnished within the Commonwealth 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
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

CONCURRING, CONNECTING OR

OTHER PARTICIPATING CARRIERS AND

BILLING AGENTS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None
4. Billing Agents - None

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

CHECK SHEET

Sheets 1 through 30 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION
1	Original
2	Original
3	Third*
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Third*
30	Original

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 20 1998

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephen O Bell
SECRETARY OF THE COMMISSION

* New or Revised Sheet

TABLE OF CONTENTS

Page
Title Sheet....1
Concurring, Connecting or Other Participating Carriers and Billing Agents....2
Check Sheet....3
Table of Contents....4
Tariff Format....5
Symbols....6
Section 1 - Technical Terms and Abbreviations....7
Section 2 - Rules and Regulations....9
2.1 Undertaking of the Company....9
2.2 Use of Services....10
2.3 Liability of the Company....11
2.4 Responsibilities of the Customer....13
2.5 Cancellation or Interruption of Service....15
2.6 Credit Allowance....17
2.7 Restoration of Service....18
2.8 Deposit....18
2.9 Advance Payments....18
2.10 Payment and Billing....19
2.11 Collection Costs....20
2.12 Taxes....20
2.13 Late Charge....20
2.14 Returned Check Charge....20
Section 3 - Description of Service....21
3.1 Computation of Charges....21
3.2 Customer Complaints and/or Billing Disputes...22
3.3 Level of Service....23
3.4 Billing Entity Conditions....23
3.5 Service Offerings....24
Section 4- Rates....29
4.1 1+ Dialing....29
4.2 Travel Cards....29
4.3 800 Service....29
4.4 Prepaid Calling Cards....29
4.5 Rate Periods....30
4.6 Directory Assistance....30
4.7 Returned Check Charge....30
4.8 Bill Format....30

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

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

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Jordan E. Neal
FOR THE PUBLIC SERVICE COMMISSION

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

SYMBOLS

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

(C) to signify change in regulation
(D) to signify a deletion
(I) to signify a rate increase
(L) to signify material relocated in the tariff
(N) to signify a new rate or regulation
(R) to signify a rate reduction
(T) to signify a change in text, but no change in rate or regulation

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Gordon C. Neal
FOR THE PUBLIC SERVICE COMMISSION

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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 GLD's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable GLD to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Kentucky Public Service Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of GLD or purchases a GLD Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or GLD - Used throughout this tariff to mean Group Long Distance, Inc., a Florida corporation.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY [signature]
FOR THE PUBLIC SERVICE COMMISSION

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the Commonwealth of Kentucky.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Gordon C. Neal
FOR THE PUBLIC SERVICE COMMISSION

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by GLD for telecommunications between points within the Commonwealth of Kentucky. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission' rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order. The service application shall not obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in Kentucky.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Jackie C. Neal
FOR THE PUBLIC SERVICE COMMISSION

2.1.1 The services provided by GLD are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

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

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

2.2.1 GLD'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, subject to any limitations set forth in this Section 2.2.

2.2.2 The use of GLD's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011, SECTION 9 (1)
BY: [signature]
FOR THE PUBLIC SERVICE COMMISSION

2.2.3 The use of GLD'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.

2.2.4 GLD's services are available for use twenty-four hours per day, seven days per week.

2.2.5 GLD does not transmit messages, but the services may be used for that purpose.

2.2.6 GLD's services may be denied for nonpayment of charges or for other violations of this tariff.

2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.

2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control. Acceptance of the liability provisions contained in this tariff by the Commission does not constitute its determination that the limitation of lability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts adjudicate negligence claims and rights to recover damages thereof, so it is the duty of the courts to determine the validity of the exculpatory provision of this tariff.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [illegible]
FOR THE PUBLIC SERVICE COMMISSION

2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

2.3.4 The Company's liability 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 shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [signature]
FOR THE PUBLIC SERVICE COMMISSION

2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

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

2.4.3 If required for the provision of GLD's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to GLD.

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to GLD and the Customer when required for GLD personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of GLD's services.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
SEP 29 1996
PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: [signature]
FOR THE PUBLIC SERVICE COMMISSION

2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of GLD's equipment to be maintained within the range normally provided for the operation of microcomputers.

2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with GLD's facilities or services, that the signals emitted into GLD's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, GLD will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to GLD equipment, personnel or the quality of service to other Customers, GLD may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, GLD may, upon written notice, terminate the Customer's service.

2.4.7 The Customer must pay GLD for replacement or repair of damage to the equipment or facilities of GLD caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [signature]
FOR THE PUBLIC SERVICE COMMISSION

2.4.8 The Customer must pay for the loss through theft of any GLD equipment installed at Customer's premises.

2.4.9 If GLD installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon ten (10) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, GLD may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due GLD for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over GLD's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting GLD from furnishing its services.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
SEP 29 1996
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Gerald C. Hull
FOR THE PUBLIC SERVICE COMMISSION

2.5.2 Without incurring liability, GLD may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and GLD's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.3 Service may be discontinued by GLD without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when GLD deems it necessary to take such action to prevent unlawful use of its service. GLD will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [signature]
FOR THE PUBLIC SERVICE COMMISSION

2.6 Credit Allowance

2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.

2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.

2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.

2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.

2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Gaston C. Neal
FOR THE PUBLIC SERVICE COMMISSION

2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

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

"A" - outage time in hours
"B" - monthly charge for affected activity

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits to commence service.

2.9 Advance Payments

GLD reserves the right to collect an advance payment from Customers in an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the next month.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

2.10 Payment and Billing

2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing, in person, or by telephone within such 30 day period.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY Jackie C. Neal
FOR THE PUBLIC SERVICE COMMISSION

2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein, except as described for prepaid calling card service.

2.13 Late Charge

A one-time late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Gaden C. Neal
FOR THE PUBLIC SERVICE COMMISSION

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All 1+ and 800 (toll-free) calls are measured in six second increments, with a thirty second minimum per call. All Travel Card and Prepaid Calling Card calls are measured in one minute increments. All calls are rounded up to the next whole increment.

3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Gordon C. Neal
FOR THE PUBLIC SERVICE COMMISSION

3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. GLD will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

1451 W. Cypress Creek Rd., Suite 200
Fort Lauderdale, FL 33309
(800) 521-5422

Any objection to billed charges should be reported promptly to GLD. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address and telephone number:

Commonwealth of Kentucky Public Service Commission
730 Schenkel Lane
PO Box 615
Frankfort, KY 40602
502-564-3940

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Gordon C. Neal
FOR THE PUBLIC SERVICE COMMISSION

If a Customer accumulates more than Five Hundred Dollars ($500.00) of undisputed delinquent GLD 800 Service charges, the GLD Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of GLD or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. GLD's name and toll-free telephone number will appear on the Customer's bill.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Gordon C. Neal
FOR THE PUBLIC SERVICE COMMISSION

3.5 Service Offerings

3.5.1 1+ Dialing

The customer utilizes "1+" dialing, or "10XXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "10XXX" followed by "1 + 7 digits" or "1 + 10 digits" for intraLATA calls.

3.5.2 Travel Cards.

The Customer utilizes an 11 digit "800" access number established by GLD to access a terminal. Upon receiving a second dialtone, the Customer uses push button dialing to enter an identification code assigned by the Company, followed by the ten digit number of the called party.

3.5.3 800 Service (Toll free).

This service is a direct access, incoming only, usage sensitive WATS offering requiring a dedicated access line for use. This is a service whereby a Customer can be billed at reduced rates for calls to his premises.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Gaston C. Neal
FOR THE PUBLIC SERVICE COMMISSION

3.5.4 GLD Prepaid Calling Cards.

This service permits use of GLD Prepaid Calling Cards for placing long distance calls. Customers may purchase GLD Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. GLD Prepaid Calling Cards are available at a variety of face values ranging from five dollars ($5.00), in one dollar ($1.00) increments. GLD Prepaid Calling Card service is accessed using the GLD toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. GLD's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call, which includes applicable taxes, is deducted from the remaining Telecom Unit balance on the Customer's GLD Prepaid Calling Card.

All calls must be charged against an GLD Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur when five (5) minutes and when one (1) minute remain before the balance will be depleted, based upon the terminating location of the call.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Jackie C. Neal
FOR THE PUBLIC SERVICE COMMISSION

In order to continue the call, the Customer can either call the toll-free number on the back of the GLD Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the GLD Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid GLD Prepaid Calling Card prior to termination.

A card will expire 12 months from the date of purchase, or the date of last recharge, whichever is later.

A credit allowance for GLD Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. A Customer may also be granted credit for reaching a wrong number. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the GLD Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, reached wrong number, etc.), and the approximate time that the call was placed.

When a call charged to an GLD Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [signature]
EXECUTIVE DIRECTOR, PUBLIC SERVICE COMMISSION

Credit allowances for calls pursuant to GLD Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

3.5.5 Local Calls and Directory Assistance.

Local calls will not be accepted or completed. GLD does not provide local directory assistance. Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge may apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Gordon C. Neal
FOR THE PUBLIC SERVICE COMMISSION

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. The Commission will be notified of any special pricing contracts prior to implementation.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Gordon C. Neel
FOR THE PUBLIC SERVICE COMMISSION

SECTION 4 - RATES

4.1 1 + Dialing

GLD will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Kentucky as follows:

$0.215

* If GLD LEC bills the Customer, the rate will be $0.194 per minute if the Customer's monthly usage is $45.00 or less. If the Customer's monthly usage is more than $45.00, the rate will be $0.155 per minute. Calls will be billed in full minute increments, and a monthly service charge of $4.82 per billing telephone number will apply. (N)

* If GLD LEC bills the Customer and a Customer subscribes to GLD's One Bill Interstate Plan, calls will be billed in full minute increments, a monthly service charge of $8.99 per billing telephone number and a one-time enrollment fee of $12.50 per line ($37.50 max.) will apply. (N)

4.2 Travel Cards

GLD will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Kentucky as follows:

$0.25

4.3 800 Service

GLD will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Kentucky as follows:

$0.215

4.4 Prepaid Calling Cards

GLD Prepaid Calling Cards are available in various Telecom Unit denominations. Prepaid Calling Cards may be recharged in $1 increments (min. $5). Prices are inclusive of all taxes.

Price Per Telecom Unit
$.45

Cards will be decremented by one Telecom Unit for each minute or fractional part of a minute for intrastate calls. These rates apply twenty-four hours per day, seven days per week.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
JAN 20 1998
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

4.5 Rate Periods

Day: 8 a.m. - 5 p.m.*, Monday - Friday

Evening: 5 p.m. - 11 p.m.*, Sunday - Friday

Night/ Weekend: 11 p.m. - 8 a.m.*, Sunday - Friday & All Day Saturday

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Jackie C. Neal
FOR THE PUBLIC SERVICE COMMISSION

4.6 Directory Assistance Charges

A charge per number requested will be $.75

4.7 Returned Check Charge

$10.00

4.8 Bill Format

All invoices will set forth the following information on the first page: The Company's name and address, Customer name, customer number, invoice number, invoice date, toll-free customer assistance number, address, and an account summary of the call detail information on subsequent pages.

All completed calls will be detailed and include the following information: Date of call, time of call, time rate (day, evening, night), destination (city and state), destination number, number of minutes (in 10 second increments), and cost of each call.

The Company also offers other information such as account codes and summaries, and call breakdown summary based on area code or time of day.