LOCAL EXCHANGE SERVICE

REGULATIONS, RULES AND TARIFF SCHEDULES

OF

INTRASTATE CHARGES

FOR

LINKUP TELECOM, INC.

ISSUED: July 15, 2009
ISSUED BY: Michelle Hndrix, President
293 N. Cherrypop Drive
Inverness, Florida 34453

EFFECTIVE: July 16, 2009

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CHECK SHEET

The sheets of this Tariff are effective as of the date shown on 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	REVISJON	SHEET	REVISION	SHEET	REVISION
1	Original	18	Original	35	Original
2	1st Revised*	19	Original	36	Original
3	1st Revised*	20	Original	37	Original
4	Original	21	Original	38	Original
5	Original	22	Original	39	Original
6	Original	23	Original	40	Original
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8	Original	25	Original	42	Original
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10	Original	27	Original	44	Original
11	Original	28	Original	45	Original
12	Original	29	Original		
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APPLICABILITY

This Tariff contains the descriptions, regulations, service standards and rates applicable to the furnishing of local service and facilities for telecommunications services provided by Linkup Telecom, Inc., 293 N. Cherrypop Drive, Inverness, Florida 34453. 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.

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SYMBOLS SHEET

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

D - Delete Or Discontinue

I - Change Resulting In An Increase To A Customer's Bill

M - Moved From Another Tariff Location

N - New

R - Change Resulting In A Reduction To A Customer's Bill

T - Change in Text Or Regulation But No Change In Rate Or Charge

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right hand corner of the sheet. 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 sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are six 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

D. Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the 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. An asterisk (*) designates all revisions made in a given filing. There will be no other symbols used on this sheet if these are the only changes made to it. The Tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Commission.

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Section 1 Definitions

Certain terms used generally throughout this Tariff are defined below.

Advance Payment: Payment of all or part of a charge required before the start of service.

Call Waiting: Provides the customer 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 by the caller.

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

Company: LINKUP TELECOM, INC. a Florida corporation which is the issuer of this Tariff.

Custom Calling Package: An optional service consisting of Call Waiting and Three-Way Calling.

Customer: The person or other entity that ordered service and is responsible for the payment of charges and for compliance with the Company's Tariff regulations.

Due Date: The date on which a Customer payment is due to the Company.

Local Provider: A company that furnishes exchange telephone service.

Nonpublished Listing: A directory listing which is neither printed in a directory nor available from directory assistance.

Non-Recurring Charges: The one-time initial charges for services including, but not Limited to, charges for installation and special fees for which the Customer becomes liable at the time the Service Order is executed.

Recurring Charges: The monthly charges to the Customer for services that continue for the agreed-upon duration of the service.

Service Order: The request for local exchange services initiated by the Customer in a format specified by the Company.

Services: The Company's telecommunication services offered to the Customer.

Set-Up Charge: A non-recurring charge to establish the Customer's account.

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Section 1 Definitions (Continued)

Station: Telephone equipment from or to which calls are placed.

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

Toll Activity Charge: Toll calls are blocked, when service is ordered.

Underlying carrier: The underlying incumbent Local Exchange Carrier, or other alternative carrier, which provides facilities and/or local exchange telephone services to the Company for resale to the Customer.

User: A Customer or any other person authorized by the Customer to use service provided under this Tariff.

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Section 2 Regulations

2.1 Scope

The Company undertakes to furnish local exchange communications service in connection with one-way and/or two-way information transmission between points within the Commonwealth of Kentucky under the terms of this Tariff.

Customers may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity.

2.2 Limitations

Service is offered subject to the availability of underlying carrier facilities and the provisions of this Tariff.

The Company reserves the right to discontinue furnishing service or limit the use of service necessitated by conditions beyond its control, or when .the Customer is using service in violation of the law or the provisions of this Tariff.

2.3 Terms and Conditions

Service is provided and billed on a prepaid basis, for a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing or verbally, on not less than thirty days notice. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on, calendar days, unless otherwise specified herein.

There is no billing of customers in arrears. The nature of the business of a prepaid local exchange telephone service is that the service is terminated unless payment is made in advance of the provision of service and the payment must be received by a certain date.

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Section 2 Regulations (Continued)

2.3 Terms and Conditions (Continued)

At the expiration of any 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. Any termination shall not relieve Customer of his 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.

This Tariff shall be interpreted and governed by the laws of the Commonwealth of Kentucky without regard for the State's choice of laws provision.

Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.

The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.4 Liability of the Company

The liability of the Company arising out of the furnishing of its services including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.12 below, unless ordered by the commission. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any claim or suit,

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by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of Section 2.12, the Company's liability, if any, shall be limited as provided herein.

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Section 2 Regulations (Continued)

2.4 Liability of the Company (Continued)

The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies. riots, wars, unavailability of right-of-ways or materials, or strikes, lockouts, work-stoppages, or other labor difficulties.

The Company shall not be liable for:

(a) Any act or omission of any entity. Furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers, or

(b) For the acts or omissions of other common carriers or their employees or agents.

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition to such installations.

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Section 2 Regulations (Continued)

2.4 Liability of the Company (Continued)

The Company shall not be liable for any defacement of or damage to the Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's agents or employees. No agents or employees of other entities shall he deemed to be agents or employees of the Company.

Notwithstanding the Customer's obligations as set forth in Section 2.9.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use or services furnished under this Tariff, including:

(a) Claims for liable, stander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service, and

(b) Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others, and

(c) All other claims arising out of any act or omission of the Customer or others; in connection with any service provided by the Company pursuant to this Tariff.

The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered, unless ordered by the commission.

The Company makes no warranties or representations, expressed 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.

The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, facilities or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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Section 2 Regulations (Continued)

2.4 Liability of the Company (Continued)

The Company does not guarantee nor make any warranty with respect to service installations at locations of which there is present atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the Station, terminal equipment or communications system of the Customer or any third-party acting as its agent, to the underlying carrier's network. The Customer shall secure all licenses, permits, rights of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall insure that its equipment and/or system, or that of its agent, is properly interfaced with the Company's service, that the signals emitted into the underlying carrier's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.6 following, and that the signals do not damage Company or underlying carrier's equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting harm to Company or underlying carrier's equipment, personnel, or the quality of service to other Customers, the Company may require the use of protective equipment at the Customer's. expense or terminate the Customer's service without liability.

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Section 2 Regulations (Continued)

2.4 Liability of the Company (Continued)

With respect to Emergency Number 911 Service:

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by;

Mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or

Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment and facilities furnishing this service.

Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of enhanced 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing enhanced 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

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Section 2 Regulations (Continued)

2.4 Liability of the Company (Continued)

In conjunction with a Non-published Listing, as described in Section 3.4, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

When a Customer with a Non-published Listing as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, when such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

2.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, Company or underlying carrier 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 is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.6 Provision of Equipment and Facilities

The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

The Company shall use reasonable efforts to cause the underlying carrier to maintain its own facilities which the Company furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and attempt to repair or otherwise interfere with any of the facilities provided by the underlying carrier or the Company.

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Section 2 Regulations (Continued)

2.6 Provision of Equipment and Facilities (Continued)

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 Customer's premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the underlying carrier or the Company, including but not limited to the Customer.

The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

The reception of signals by Customer-provided equipment.

2.7 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the underlying carrier, it's agents or contractors.

2.8 Prohibited Uses

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

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Section 2 Regulations (Continued)

2.9 Obligations of the Customer

2.9.1 General

The Customer shall be responsible for:

A. The payment of all applicable charges pursuant to this Tariff;

B. Reimbursing the Company for damage to, or loss of the Company's or underlying carrier's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer's premises not caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;

C. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company or underlying carrier facilities and equipment installed on the premises of the Customer;

D. Any costs associated with altering the structure to permit installation of the underlying carrier-provided facilities. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service;

E. Granting or obtaining permission for underlying carrier or 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 services as stated herein, removing Company or underlying carrier facilities or equipment;

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Section 2 Regulations (Continued)

2.9 Obligations of the Customer (Continued)

2.9.1 General (Continued)

F. Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's or underlying carrier's equipment or facilities.

2.9.2 Claims

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

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

B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.10 Reserved For Future Use

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Section 2 Regulations (Continued)

2.11 Payment Arrangements

2.11.1 Payment for Service

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

Taxes & Fees

Federal, state, and any local taxes or fees (e.g., gross receipts tax, sales tax, municipal utilities tax) , if any, will be added on the customer's bill in addition to the rates listed in this price sheet.

Access Charges

Any access or other charges which are imposed by order of or at the direction of the Federal Communications Commission will be added on the Customer's bill in addition to the rates listed in this price sheet.

2.11.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

All Non-Recurring Charges are due and payable in advance, unless other mutually agreed arrangements were made in advance. All Recurring Charges are due and payable upon request.

The Company shall present bills for Recurring Charges monthly to the Customer in advance of the month for which service is provided.

For Customers whose service is disconnected there will be refund in the amount of whatever balance of the customers service did not get used.

Amounts not paid by the Due Date are considered past due.

A late charge may be assessed on any past due balance.

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Section 2 Regulations (Continued)

2.11 Payment Arrangements (Continued)

2.11.3

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kentucky Public Service Commission.

The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.11.4 Reserved For Future Use

2.11.5 Security

Customer Deposits

There are no deposits required of customers to establish service. Service is sold on a prepaid basis in monthly increments.

2 11.6 Discontinuance of Service

Discontinuance of service will be governed by the rules and regulations specified in this Tariff.

Upon nonpayment of any regulated amounts owing to the Company, the Company will provide 5 days written notice prior to disconnection.

In the event the customer does not renew their service with the company by not making a renewal payment prior to the end of their pre-paid period, service will be discontinued without notice.

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.

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Section 2 Regulations (Continued)

2.11 Payment Arrangements (Continued)

2.11.6 Discontinuance of Service (Continued)

The Company may discontinue the furnishings of any and/or all service(s) to a Customer without incurring any liability,

Immediately and without notice, if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its or the underlying carrier's personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection if:

A. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

B. The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or

C. The customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.11.5; or

D. Customer has been given 5 days written notice by the Company of any past-due amount (which remains unpaid in whole or in part) for any of the Company's other services to which the Customer either subscribes, or had subscribed or used.

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Section 2 Regulations (Continued)

2.11 Payment Arrangements (Continued)

2.11.6 Discontinuance of Service (Continued)

D. The Customer uses or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the Tariffed charges for the service by:

(1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff; or

(2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(3) Any other fraudulent means or devices; or

F. The Customer causes toll or any other charge by any entity other than the underlying carrier to appear on the Company's billing from the underlying carrier; or

G. The service is abandoned by the Customer; or

H. The service is used in such a manner as to interfere with the service of other users; or

I. The service is used for unlawful purposes.

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

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Section 2 Regulations (Continued)

2.11 Payment Arrangements (Continued)

2.11.6 Discontinuance of Service (Continued)

Upon the Company's discontinuance of service to the Customer, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company by law or in equity or under any other provision of this Tariff.

2.12 Allowances for Interruptions of Service

2.12.1 Credit for Interruptions:

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period over 48 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's Tariffs. If the Customer reports a service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

Credit allowance for the interruption of service which is not due to the underlying carrier'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 Section 2.4 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 the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's or underlying carrier's facilities.

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Section 2 Regulations (Continued)

2.12 Allowances for Interruptions of Service (Continued)

2.12.1 Credit for Interruptions (Continued)

The Customer shall be credited for any interruption in the same proportion that the underlying carrier credits the Company according to the following formula:

Customer Credit = A/B x C, where:
A = Hours of outage
B = 720 hours in the month
C = Monthly charge to the Customer by the Company

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Section 2 Regulations (Continued)

2.12 Allowances for Interruptions of Service (Continued)

2.12.2 Limitations on Allowances

No credit allowance will be made for:

A. Interruption due to the negligence of or noncompliance with the provisions of this Tariff by the Customer, any User, or other common carrier providing service connected to the service of the Company if the ILEC's line is down.

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

C. Interruptions due to the failure or malfunction of non-Company equipment;

D. Interruptions of service during any period in which the Company and the underlying carrier are not given free access to their facilities and equipment for the purpose of investigating and correcting interruptions;

E. Interruption of service during a period in which the Customer continues to use the service in an impaired basis;

F. Interruptions of service during any period when the Customer has released service to the company or underlying carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

G. Interruption of service due to circumstances or causes by customers or users.

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Section 2 Regulations (Continued)

2.12 Allowances for Interruptions of Service (Continued)

2.12.3 Use of Alternative Service Provided by The Company:

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the Tariffed rates and charges for the alternative service used.

2.13 Cancellation of Service

2.13.1 Cancellation of Application for Service

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

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

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Section 2 Regulations (Continued)

2.13 Cancellation of Service (Continued)

2.13.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.12.1), the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.11.2: all costs, fees and expenses reasonably incurred in connection with:

A. Non-Recurring Charges reasonably expended by the Company to establish service to the Customer, plus

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

C. All Recurring Charges specified in the applicable Tariff of the balance of the then current term.

2.14 Transfer 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 (or the underlying carrier) without the written consent of the other party, except that the Company *may* assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of any assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

The Company will give customers notification of any transfer assignments and an option to change to another provider if the customer desires.

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Section 2 Regulations (Continued)

2.15 Notices and Communications

2.15.1 The Company shall mail or deliver all notices and other communications to the Customer at the service address, unless that Customer designates a separate address to which the Company's bills for service shall be mailed. In the case where a separate "billing address" has been designated by the Customer, the Company shall also mail or deliver all notices and other communications to the designated "billing address".

2.15.2 The Company shall designate on any Service Order, and on each bill for service, 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.

2.15.3 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 deposit of the notice communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.15.4 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.

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Section 3 Service Descriptions and Rates

3.1 Local Exchange Service

The Company's local telephone service provides a Customer with the ability to connect to the underlying carrier's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access enhanced 911 Emergency Service (where available through the underlying carrier);
- access operator services (as specified in Section 3.3);
- place call to toll free 8XX telephone numbers.

The Company's service cannot be used to access interexchange carriers for interLATA, intraLATA, interstate, or international calling or access caller-paid information services (e.g., 900,976). All 1+, 0+, 0-, and other numbers used for caller-paid services will be blocked by the Company through the underlying carrier's switch.

3.1.1 Service Area

The Company's service area incorporates all geographic regions-and exchanges currently served by the following underlying carrier:

Throughout the ILEC service areas within the Commonwealth of Kentucky.

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Section 3 Service Descriptions and Rates (Continued)

3.1 Local Exchange Service (Continued)

3.1.1 Service Area (Continued)

Local calling Areas: Exchanges and zones included in the local calling area for the Customer's exchange or zone may be found in the telephone directory published by the underlying carrier in the Customer's exchange area.

3.1.2 Local Line

A. Standard Features: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

B. Optional Features: A Local Line may order the following optional features, at the rate specified in Section 3.1.3

Custom Calling Package
Call Waiting
Call Forwarding
Three Way Calling
Calling Number ID
Non-Published Number

3.1.3 Local Line Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring and Monthly Recurring Charges. Local Line charges will vary based on the underlying carrier providing facilities to the Company in the Customer's exchange.

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Section 3 Service Descriptions and Rates (Continued)

3.1 Local Exchange Service (Continued)

3.1.3 Local Line Rates and Charges (Continued)

Non-Recurring Charges

Set-Up Charge (local line)	$89.99 for lines with features Attached. $69.99 for line connection without features.
(per line)	
Custom Calling Package	$17.99
(per line)	
Call Waiting	$8.00
(per line)	
Call Forwarding	$8.00
(per line)	
3 Way Calling	$8.00
(per line)	
Calling Number ID	$10.00
(per line)	

Recurring Charges - Monthly

Local Line - Line Charge $29.99 with out features (with $89.99 setup, per line)

Local Line - Line Charge $36.99 with features (with $69.99 setup, per line)

Custom Calling Package	$17.99
(per line)	
Call Waiting	$ 5.00
(per line)	
Call Forwarding	$ 5.00
(per line)	
3 Way Calling	$ 5.00
(per line)	
Calling Number ID	$10.00
(per line)	
KY USF Support Charge	$0.08 per line
KY TRS/TAP Support Charge	$0.04 per line

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Section 3 Service Descriptions and Rates (Continued)

3.2 Directory Assistance

Customers will not have access to Directory Assistance.

3.3 Operator Assistance

Customers will have access to local operator services only within the limitations imposed by the presence of the underlying carrier's toll restriction and billed number screening services.

3.4 Directory Listings

The Company shall provide for a single directory listing in the telephone directory published by the underlying carrier in the Customer's exchange area.

3.4.1 In order for listings to appear in an upcoming directory, the Customer must subscribe to service from the Company in time to meet the directory-publishing schedule.

3.4.2 Directory listings are provided in connection with each Customer's service as specified herein:

A. Primary Listing: The listing shall include the first and last name of the Customer. The listing will also include the Customer's address.

B. Non-published Listings: A Non-published telephone number will be furnished at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and the directory assistance records.

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Section 3 Service Descriptions and Rates (Continued)

3.4 Directory Listings (Continued)

C. Non-Recurring Charges: Non-Recurring charges associated with Directory Listings are as follows:

Non-published number (per line no charge if included in Customer's original service order)	$17.99

D. Recurring Charges: Monthly Recurring charges associated with Directory Listings are as follows:

Non-published number	$2.99

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Section 3 Service Descriptions and Rates (Continued)

3.5 Miscellaneous Fixed Non-Recurring Charges:

Change Telephone Number (per line)	$25.00
Transfer Account to New Address per line)	$55.00
Reconnect Previous Customer (per line)	$89.99
Late Charge (of the balance due)	1.5%
Service Order Charge (each time changes are made to a telephone number)	$15.00

3.6 Miscellaneous Variable Non-Recurring Charges

For any incidental charges which appear on the Company's billing from the underlying carrier (e.g., directory assistance, call tracing, etc.), the charges are passed through to the Customer.

3.7 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and hospital. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E91I provider for display at the Public Service Answering Point (PSAP).

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Section 3 Service Descriptions and Rates (Continued)

3.8 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:

293 N. Cherrypop Drive
Inverness, Florida 34453
(888) 312-5313

Any objection to billed charges should be reported promptly to the Company. 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
211 Sower Boulevard
P O Box 615
Frankfort, Kentucky 40601
(502) 564-3940; or
(800) 772-4636

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Section 4 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. These promotions will be submitted to the Kentucky Public Service Commission for approval.

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Section 5 Lifeline Program

5.0 General

(A) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996.

(B) Lifeline is supported by the federal universal service support mechanism.

(C) Federal baseline support of eight dollars and twenty-five cents ($8.25) is available for each Lifeline service and is passed through to the subscriber. An additional three dollars and fifty cents ($3.50) credit is provided by the Company. Supplemental federal support of one dollar and seventy-five cents ($1.75), matching one half of the Company contribution, will also be passed along to the Lifeline subscriber. The total Lifeline credit available to an eligible customer in Kentucky is thirteen dollars and fifty cents ($13.50). The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.

5.1 Regulations

(A) General

(1) Customers eligible under the Lifeline program are also eligible for connection assistance under the Link-Up program.

(2) One low income credit is available per household and is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low income assistance programs identified in Section 5.2 following.

(3) A Lifeline customer may subscribe to any local service offering available to other residential customers. Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to multiple lines in a package for local service.

(4) Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.

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Section 5 Lifeline Program, (Continued)

5 Lifeline Program (Continued)

5.1 Regulations (Continued)

(A) General (Continued)

(5) No deposit will be required of a Lifeline customer who subscribes to toll blocking. If a Lifeline customer removes toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.

(6) The Federal Universal Service Charge will not be billed to Lifeline customers.

(7) Lifeline subscriber's local service will not be disconnected for non- payment of regulated toll charges. Local service may be denied for non-payment of local calls. Access to toll service may be denied for non-payment of regulated tolls.

(8) At no time shall a customer's Lifeline rate go below zero.

5.2 Eligibility

(A) Customers are eligible if they participate in at least one of the following programs:
Medicaid, Food stamps, Federal Public Housing, Supplemental Security Income, Low Income Home Energy Assistance Program, Temporary Assistance to Needy Families (TANF), or National School Lunch's fee lunch program (NSL). Additionally, a customer with total gross annual income that does not exceed 135% of the federal poverty income guidelines may apply directly to the Kentucky Public Service Commission for Lifeline eligibility certification.

(B) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

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Section 5 Lifeline Program, (Continued)

5 Lifeline Program (Continued)

5.3 Certification

(A) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Lifeline program by signing a document certifying under penalty of perjury that the customer participates in one of the Kentucky Lifeline eligible programs and identifying the qualifying program. The Lifeline credit will not be established until the Company has received such signed document. If the customer requests installation prior to the Company's receipt of such signed document, the requested service will be provided without the Lifeline credit. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.

(B) The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.

(C) When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued.

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Section 5 Lifeline Program, (Continued)

5 Lifeline Program (Continued)

5.3.1 General

(A) Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.

(B) Service Charges are applicable for installing or changing Lifeline service.

(C) Link-Up connection assistance in Section 5 may be available for installing or relocating Lifeline service.

(D) The Service Change Charge is not applicable when existing service is converted intact to Lifeline.

(E) The total Lifeline credit consists of one federal credit plus one (1) Company credit

(1) Federal credit

Monthly Credit

All programs, one per Lifeline service $10.00

(2) Company credit

All programs, one per Lifeline service $ 3.50

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Section 5 Lifeline Program, (Continued)

5 Lifeline Program (Continued)

5.5 Link-Up

5.5.1 General

(A) Link-Up is a program designed to increase the availability of telecommunications services to low income subscribers by providing a credit to the non-recurring installation and service charges to qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996.

(B) Link-Up is supported by the federal universal service support mechanism.

(C) A federal credit amount of fifty percent (50%) of the non-recurring charges for connection of service, up to a maximum of thirty dollars ($30.00), is available to be passed through to the subscriber.

5.5.2 Regulations

(A) General

(1) Customers eligible under Link-Up are also eligible for monthly recurring assistance under the Lifeline program.

(2) Link-Up connection assistance is available per household and is applicable to the primary residential connection only.

(3) The Link-Up credit is available each time the customer installs or relocates the primary residential service.

(4) To receive the credit, proof of eligibility must be provided within 30 days after installation of service.

(5) The total tariffed charges for connecting service, including service and other installation charges, are considered in the credit calculation.

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Section 5 Lifeline Program, (Continued)

5 Lifeline Program (Continued)

5.5 Link-Up (Continued)

5.5.2 Regulations (Continued)

(B) Eligibility

(1) To be eligible for a Link-Up credit, a customer must be a current recipient of any one of the low income assistance programs set forth in Section 5.2 (A).

(2) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

(C) Certification

(1) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company within 30 days of application for service. The Link-Up credit will not be established until proof of eligibility has been received by the Company.

(2) The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Link-Up plan.

5.6 Rates and Charges

(A) The federal credit available for a Link-Up connection is thirty dollars ($30.00) maximum or fifty percent (50%) of the installation and service charges from this Tariff, whichever is less.

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