ONETONE TELECOM, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF KENTUCKY

Issued: December 7, 2007 Effective: December 13, 2007

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CHECK SHEET

Sheets 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 that are currently in effect as of the date on the bottom of this sheet.

1	First Revised	27	First Revised
2	First Revised	28	First Revised
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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS IN THIS TARIFF

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

C	-	To signify changed regulation.
D	-	To signify discontinued rate or regulation.
I	-	To signify increased rate.
M	-	To signify a move in location of text.
N	-	To signify new rate or regulation.
R	-	To signify reduced rate.
T	-	To signify a change in text but no change in rate or regulation.

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper-right 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 Sheet 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the 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 third 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 page in effect. Consult the Check Sheet for the sheet 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 of coding.

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)

D. Check Sheet - 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 sheet on file with the Commission.

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APPLICATION OF TARIFF

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate communications services by ONETONE TELECOM, INC., (hereinafter "Company"). This tariff is on file with the Public Service Commission of State of Kentucky ("Commission"), and copies can be inspected, during normal business hours, at Company's principal place of business.

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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Number: Customer's telephone number is his/her account number.

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

Applicant for Service: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Company to provide telecommunication service.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Authorized Code: A numerical code, one or more of which are assigned to Customer to enable Company to identify use of service on his or her account and to bill Customer accordingly for such service. Multiple authorization codes may be assigned to Customer to identify individual users or groups of users on his or her account.

Commission: Public Service Commission of the State of Kentucky unless content indicates otherwise.

Company: OneTone Telecom, Inc., a South Carolina Corporation, which is the issuer of this tariff.

Competitive Local Carrier (CLC): Denotes a common carrier that is issued the appropriate Certificate to provide local exchange telecommunications service.

CSR: Customer Service Representative.

Customer: The person, firm, corporation or entity which orders service, uses and/or is responsible for the payment of charges and for compliance with the Company's tariff regulations.

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SECTION ONE - DEFINITIONS (cont'd)

Customer-Provided Equipment: Terminal equipment, as defined herein, provided by Customer.

Demarcation Point: The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company 's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

Disconnection: The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Exchange Service: The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

Incumbent Local Exchange Carrier (ILEC): Any certificated local exchange company who held a Certificate of Convenience and Necessity before September 1, 1995.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the Unites States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling: A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

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SECTION ONE - DEFINITIONS (cont'd)

Local Service: Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Local Service Area: That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

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

Premises: Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

(Premises) Inside Wire: Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

Recurring Charges: The monthly charges to the Customer for services, facilities and/or equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of

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SECTION 1 - DEFINITIONS (continued)

the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Services: The Company's telecommunications services offered to the Customer within the State of Kentucky.

Speed Dial: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

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

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

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

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

2.1.1.A The Company undertakes to furnish intrastate telecommunications services, over its own facilities or by means of resale, within the state of Kentucky under the terms of this tariff. Service is available 24 hours a day, seven days a week.

2.1.1.B The Company is responsible under this tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Shortage of Equipment or Facilities

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2.1.2.A The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.B The furnishing of service by means of the Company's own facilities or through resale under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company.

2.1.2.C Limitations

2.1.2.C.1 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

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SECTION 2 – REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont' d)

2.1.2 Shortage of Equipment or Facilities (Cont'd)

2.1.2.C.2 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.1.2.C.3 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.1.2.C.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.1.3 Terms and Conditions

2.1.3.A Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due in advance on the date specified by the Company. All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

2.1.3.B This tariff shall be interpreted and governed by the laws of the State of Kentucky.

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SECTION 2 – REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont' d)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.C 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.

2.1.4 Liability of the Company

2.1.4.A The liability of the Company for damages 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 interruptions as set forth in Section 2.6 below. 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.

2.1.4.B 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; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or

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SECTION 2 – REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

claiming jurisdiction over the Company or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.4.C 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 local exchange companies.

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

2.1.4.E The Customer shall indemnify and hold the Company harmless f 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 precedent to such installations.

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SECTION 2 – REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4. Liability of the Company (Cont'd)

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

2.1.4.G Notwithstanding the Customer's obligations as set forth in Section 2.3.2, 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 of services furnished under this tariff, including:

1. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this tariff;

2. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and

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SECTION 2 – REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

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

3. 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.

2.1.4.H 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.

2.1.4.I THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4.J 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, channels, 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.

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

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SECTION 2 – REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company, (Cont'd)

2.1.4.L With respect to Emergency Number 911 Service:

1. This service is offered 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 to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

2. 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, or occasion by the use of Emergency 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 Emergency 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.

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SECTION 2 – REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company, (Cont'd)

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

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

2.1.4.O When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

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SECTION 2 – REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment and Facilities

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

2.1.6.B The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.

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SECTION 2 – REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont' d)

2.1.6 Provision of Equipment and Facilities (Cont'd)

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

1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission or

2. the reception of signals by Customer provided equipment; or

3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routing Installation

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

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SECTION 2 – REGULATIONS (CONT'D

2.1 Undertaking of the Company (Cont' d)

2.1.8 Ownership of Facilities

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

2.2 Prohibited Uses

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

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

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

A. placing orders for service.

When placing an order for service, Customer must provide:

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SECTION 2 – REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and

2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).

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

C. reimbursing the Company for damages to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft of other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

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

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SECTION 2 – REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General (Cont'd)

E. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.D. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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

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SECTION 2 – REGULATIONS (CONT'D)

2.3. Obligations of the Customer (Cont'd)

2.3.1. General (Cont'd)

G. complying with all laws and regulations applicable to, andobtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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

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

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SECTION 2 – REGULATIONS (CONT'D)

2.3. Obligations of the Customer (Cont'd)

2.3.2 Claims

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

A. any loss, destruction or damage to property of the Company or any third party, or the death 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 negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or intentional act or omission of the Customer, its employees, agents, 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, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SECTION 2 – REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

2.4.1.A Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Service furnished by the company is not part of a joint undertaking with such other carriers.

2.4.1.B Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.1.C Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provision of this tariff.

2.4.1.D The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilitates. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

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SECTION 2 – REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Inspections

2.4.2.A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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

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SECTION 2 – REGULATIONS (CONT'D)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

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

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SECTION 2 – REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

The Customer shall pay any such taxes that subsequently become applicable retroactively.

2.5.2.A All payments for prepaid local service are paid in advance and are due thirty days (30) from the date of installation and on the expiration of each subsequent thirty day (30) period. OneTone will mail statements, for a nominal fee of $1.50 at the customer's request, during every billing cycle indicating the due date and the amount that is due 10 days before the due date. These customer bills will comply with the applicable Commission regulations. The customer will be called every month by a CSR and via automated dialer reminding the customer of their due date. If payment is not received within 20 days after the due date, service will be suspended. Any disconnection will comply with applicable Commission regulations.

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SECTION 2 – REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.B Customers may pay for service with cash, money order, or by credit/debit card, at an authorized payment agent, or any OneTone Telecom retail store location. N

N

2.5.3 Disputed Bills

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

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

2.5.4 Discontinuance of Service

2.5.4.A The Company will comply with applicable Commission regulations with regard to Discontinuance of Service.

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SECTION 2 – REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.4 Discontinuance of Service (Cont'd)

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

2.5.5 Credit Allowance - Directory

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

1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.

2. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.

3. For listings and lines of information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.

4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

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SECTION 2 – REGULATIONS (CONT'D)

2.6 Allowances for Interruptions of Service

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

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

2.6.1 Credit Allowances

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

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

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SECTION 2 – REGULATIONS (CONT'D)

2.6 Allowances for Interruptions of Service

2.6.2 Limitations on Allowances

No credit will be made for:

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

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

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

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

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

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SECTION 2 – REGULATIONS (CONT'D)

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

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

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

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

2.7.2 Cancellation of Service by a Customer

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

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SECTION 2 – REGULATIONS (CONT'D)

2.7 Cancellation of Service (Cont'd)

1. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

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

3. all Recurring Charges for the applicable notice period.

2.8 Transfers and Assignments

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

2.9 Notices and Communications

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

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

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SECTION 2 – REGULATIONS (CONT'D)

2.9 Notices and Communications (Cont'd)

2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing, except for notice of termination of service by the Customer, which may be given orally or in writing. Notices and other communications of
either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.10 Billing Contents

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

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

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

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

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 PRE-PAID CALLING SERVICES

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

3.1.1 PRE-PAID LOCAL EXCHANGE RATES

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

Monthly Service Charges:

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

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Long Distance requires no PIN or 1-800 dialing. Based on normal talk time usage per month, up to 3,000 any time minutes.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES CONT'D)

3.1 PRE-PAID CALLING SERVICES (CONT'D)

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3.1.2 ADDITIONAL CHARGES

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

3.1.3 LIFELINE

N

1. Applicability:
   a. Lifeline discounts are applicable to local exchange services provided to eligible residential Applicants.

2. Territory:
   a. Within the base rate areas of all BellSouth exchanges as shown and defined in the Incumbent LEC's current and effective Tariffs on file with the Commission.

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3. Discounts:
   a. Lifeline is provided as a reduction of the subscriber's access line rate for local service in amounts equal to the sum of the state and/or federal approved and supported credits.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES CONT'D)

3.1 PRE-PAID CALLING SERVICES (CONT'D)

N

3.1.3 LIFELINE (CONT'D)

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

5. Eligible low-income assistance programs:
   a. The eligible low-income assistance programs are the same as those defined in the Incumbent LEC's current and effective Tariffs on file with the Commission.

3.1.4 LINK-UP

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

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES CONT'D)

3.1 PRE-PAID CALLING SERVICES (CONT'D)

N

3.1.5 PRE-PAID LOCAL EXCHANGE MAXIMUM RATES

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

Monthly Service Charges:

1. Bronze Package – Unlimited Local Dialing. ---------- $61.25

2. Silver Package – Unlimited Local Dialing. Includes Call Waiting, Caller ID, Three Way Calling and Call Return ---------- $68.75

3. Gold Package – Unlimited Local Dialing. Includes Call Waiting, Caller ID, Three Way Calling, Call Return, 3000 minutes of Long Distance ---------- $81.25

4. Bronze Lifeline – Unlimited Local Dialing ---------- $42.50

5. Silver Lifeline – Unlimited Local Dialing. Includes Call Waiting, Caller ID, Three Way Calling and Call Return ---------- $56.25

6. Gold Lifeline – Unlimited Local Dialing. Includes Call Waiting, Caller ID, Three Way Calling, Call Return, 3000 minutes of Long Distance ---------- $68.75

Long Distance requires no PIN or 1-800 dialing. Based on normal talk time usage per month, up to 3,000 any time minutes.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES CONT'D)

3.1 PRE-PAID CALLING SERVICES (CONT'D)

N

3.1.6 ADDITIONAL CHARGES – MAXIMUM RATES

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

3.1.7 RETURN CHECK CHARGE

The Customer will be charged twenty-five dollars ($25.00) whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

3.1.8 PROMOTIONS

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

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES CONT'D)

3.1 PRE-PAID CALLING SERVICES (CONT'D)

3.1.9 MISCELLANEOUS RATES AND CHARGES N

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

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SECTION 4 - MARKETING GUIDELINES

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

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