SNiP Link, LLC

SNiP Link, LLC

100-A Twinbridge Drive

Pennsauken, NJ 08110

Rates Rules and Regulations for Furnishing

Resale of Interexchange Telecommunications Services

Throughout the Entire State of Kentucky

Rules and regulations applicable for furnishing of Intrastate Interexchange Services by SNiP Link, LLC between one or more points in the State of Kentucky as authorized by the Public Service Commission of Kentucky. This tariff is on file with the Commission and may be inspected during regular business hours. Copies also may be inspected during regular business hours at SNiP Link, LLC's principal place of business, 100-A Twinbridge Drive, Pennsauken, NJ 08110.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 24 2000

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

Issued by: Joseph Polito, Jr.
Director of Telecommunications Sales
SNiP Link, LLC
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CHECK SHEET

Pages 1-46 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

Page	Revision	Page	Revisions
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
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19	Original		
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28	Original		

* signifies new or revised pages

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SYMBOLS

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

(I) To signify a change
(D) To signify a rate decrease
(C) To signify a rate increase

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TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages occasionally are added to the tariff. When a new page is added between pages already in effect, a decimal is added to the page number. For example, a new page added between pages 14 and 15 would be 14.1.

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

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

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.3(i).(1).

D. Check Sheets - When a tariff filing is made with the Commission an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated on the check sheet by an asterisk(*). There will be no other symbols used on the check 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 page is the most current on file with the Commission.

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SECTION 1. DEFINITIONS

Authorized User – Any person, firm, corporation or other entity accessing or utilizing the services furnished by the Company to the Customer.

Billed Party – The person or entity responsible for payment of the Company's service. The Billed Party is the Customer associated with the Telephone Number used to place the call, with the following exceptions:

(a) in the case of a calling card or credit card call, the Billed Party is the holder of the calling card or credit card used by the User; and

(b) in the case of a collect or third party call, the Billed Party is the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

Call – A completed connection between the calling and the called station.

Calling Station – The telephone number from which a call originates.

Called Station – The telephone number called.

Commission – Public Service Commission of Kentucky.

Common Carrier – A company or entity providing telecommunications services to the public.

Company – SNiP Link, LLC.

Customer – A person, firm, corporation, partnership or other entity, including affiliates or divisions of the Customer, responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

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SECTION 1. DEFINITIONS (Cont'd)

Day – The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the call is originated.

Evening – The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the call is originated.

Fiber Optic Cable – A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple reflections to a receiver, which translates a message.

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

Night/Weekend ("N/Wkd") – The period of time from 11:00 p.m. to (but not including) 8:00 a.m., Monday through Friday, any time on Saturday and all day Sunday, except 5:00 p.m. to (but not including) 11:00 p.m., as measured by local time at the location from which the call is originated.

Prepaid Calling Card – A calling card or other tangible item which (i) contains an Access Number or an access code, (ii) is supplied by the Company or its agent, and (iii) permits a User to use the Company's services up to an amount prepaid to the Company. Calls charged to a prepaid calling card will be debited against the amount the User has prepaid.

Service Order – The written request for network services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the service commencement date.

User – Customer or any Authorized User.

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SECTION 2. TERMS AND CONDITIONS

2.1 Application of Tariff

2.1.1 This tariff contains the regulations and rates applicable to intrastate long distance services provided by the Company. The Company's services are furnished subject to the availability of facilities and the terms and conditions of this tariff.

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

2.2. Shortage of Equipment or Facilities

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

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

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.3 **Use and Availability of Service**

2.3.1 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.

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

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

2.3.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.

2.3.5 The Company reserves the right to refuse service to individuals under the age of 18 and may require proof of age prior to initiating service.

2.3.6 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.

2.3.7 Service temporarily may be refused or limited because of system capacity limitations.

2.3.8 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.

2.3.9 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.3 **Use and Availability of Service (Cont'd)**

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

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

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

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.4 **Liability of the Company**

2.4.1 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 civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

2.4.2 The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.

2.4.3 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.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.4 **Liability of the Company (Cont'd)**

2.4.4 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds 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, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.4.4 as a condition precedent to such installations.

2.4.5 The Company is not liable for any defacement of or damage to Customer 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 gross negligence or willful misconduct of the Company's agents or employees.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.6 The Company shall be indemnified, defended, held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

2.4.7 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered. Except in instances of gross negligence or willful misconduct of the Company's agents or employees, the Company shall not be liable for any direct, indirect, consequential, special, actual or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause.

2.4.8 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.5 **Notification of Service-Affecting Activities**

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

2.6 **Provision of Equipment and Facilities**

2.6.1 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.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.6 **Provision of Equipment and Facilities (Cont'd)**

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

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

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

2.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.6 **Provision of Equipment and Facilities (Cont'd)**

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

(a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

(b) the reception of signals by Customer provided equipment.

2.7 **Nonroutine Installation**

2.7.1 At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or in hazardous locations. In such cases, charges based on 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 but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.8 **Ownership of Facilities**

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

2.9 **Prohibited Uses**

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

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

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

2.10 **Obligations of the Customer**

2.10.1 The Customer shall be responsible for:

(a) the payment of all applicable charges pursuant to this tariff;

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.10 **Obligations of the Customer (Cont'd)**

2.10.1 (Cont'd)

(b) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the gross negligence or willful misconduct of the employees or agents of the Company;

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

(d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Network Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.10.1(c). 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;

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.10 **Obligations of the Customer (Cont'd)**

2.10.1 (Cont'd)

(e) not creating or allowing any liens or other encumbrances to be placed on the Company's equipment or facilities.

2.11 **Claims**

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

(a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent 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, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.11 **Claims (Cont'd)**

(c) 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;

(d) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.10.1(d); 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; and

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.12 **Customer Equipment and Channels**

2.12.1 A Customer may transmit or receive information or signals via the facilities of the Company.

2.12.2 Customer provided terminal equipment on the Customer Premises, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.

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

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.12 **Customer Equipment and Channels (Cont'd)**

2.12.4 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.12.5 Network Services may be connected to the services or facilities of other 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.

2.13 **Inspections**

2.13.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in section 2.12.3 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.13 **Inspections (Cont'd)**

2.13.2 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.

2.14 **Payment Arrangements**

2.14.1 **Payment for Service**

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

2.14.1.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) imposed on or based upon the provision, sale or use of Network Services.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.14 **Payment Arrangements (Cont'd)**

2.14.2 **Billing and Collection of Charges**

2.14.2.A The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

2.14.2.B Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

2.14.2.C The Company shall present invoices for Recurring Charges monthly to the Customer, on or about the first day of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.

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

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.14 **Payment Arrangements (Cont'd)**

2.14.2 **Billing and Collection of Charges (Cont'd)**

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

2.14.2.F If any portion of the payment is not received by the Company on or before the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then the Customer's account shall be delinquent, and a late payment penalty shall be due to the Company. The due date shall be no earlier than thirty (30) days after the Company's invoice is mailed. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of (a) 1.5% of the total monthly bill; or (b) the highest interest rate which may be applied under applicable state law for commercial transactions. Additional penalty charges will not be assessed on unpaid penalty charges. I

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.14 **Payment Arrangements (Cont'd)**

2.14.3 **Deposits**

2.14.3.A If a Customer cannot demonstrate satisfactory credit by reasonable means appropriate under the circumstances, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two twelfths of a Customer's estimated annual billings.

2.14.3.B When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account, but in no case shall the Company retain the deposit of a Customer who has made prompt and satisfactory payments to the Company for a period of twelve consecutive months.

2.14.3.C Deposits held will accrue interest at an annual rate of 6%. I

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.14 **Payment Arrangements (Cont'd)**

2.14.4 **Discontinuance of Service**

2.14.4.A Upon nonpayment of any amounts owing to the Company, the Company may, by giving twenty (20) days' prior written notice to the Customer, discontinue or suspend service without incurring any liability. I

2.14.4.B Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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

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

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.14 **Payment Arrangements (Cont'd)**

2.14.4 **Discontinuance of Service (Cont'd)**

2.14.4.E Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may, by giving ten (10) days' prior written notice to the Customer, discontinue service without incurring any liability. I

2.14.4.F Upon the Company's discontinuance of service to the Customer under section 2.14.4.A or 2.14.4.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.14.5 **Cancellation of Application for Service**

2.14.5.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 construction, no charges will be imposed except for those specified below.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.14 **Payment Arrangements (Cont'd)**

2.14.5 **Cancellation of Application for Service (Cont'd)**

2.14.5.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 services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

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

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.14 **Payment Arrangements (Cont'd)**

2.14.6 **Changes in Service Requested**

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

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.15 **Contested Charges**

2.15.1 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company no more than twenty (20) days after such bills are rendered. In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action no more than twenty (20) days after the billing date: I

2.15.1.A First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.15.1.B Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Commission.

2.15.2 Billing inquiries may be directed to the Company toll free at 1-888-764-7600.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.16 **Allowances for Interruptions in Service**

2.16.1 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.16.2.A for the part of the service that the interruption affects.

2.16.2 **Credit for Interruptions**

2.16.2.A A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. 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.

2.16.2.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 rate, 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.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.16 **Allowances for Interruptions in Service (Cont'd)**

2.16.2 **Credit for Interruptions (Cont'd)**

2.16.2.C A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

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

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.16 **Allowances for Interruptions in Service (Cont'd)**

2.16.2 **Credit for Interruptions (Cont'd)**

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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

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

2.16.3 **Limitations on Allowances**

No credit allowance will be made for:

(a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.16 **Allowances for Interruptions in Service (Cont'd)**

2.16.3 **Limitations on Allowances (Cont'd)**

(b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

(c) interruptions due to the failure or malfunction of non-Company equipment;

(d) 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;

(e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(f) 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; and

(g) interruption of service due to circumstances or causes beyond the control of Company.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.16 **Allowances for Interruptions in Service (Cont'd)**

2.16.4 **Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.17 **Cancellation of Service**

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 2.16 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 2.14 all costs, fees and expenses reasonably incurred in connection with 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 specified in the applicable Service Order Tariff for the balance of the then current term.

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.18 **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, after receiving approval from the Commission, assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

2.19 **Notices and Communications**

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

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

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

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SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.19 **Notices and Communications (Cont'd)**

2.19.4 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.

2.20 **Individual Case Basis (ICB) Arrangements**

2.20.1 Arrangements well be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different from those specified for such services in Section 5 of this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

2.21 **Temporary Promotional Programs**

2.21.1 The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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SECTION 3. EXPLANATION OF RATES

The regulations set forth in this section explain how to apply the rate table associated with the various services offerings described in Section 4.

3.1 Timing of Calls

3.1.1 Billing for calls placed over the Company's underlying carrier's network is based on the duration of the call. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answers, including answer supervision hardware by which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Timing ends when either party hangs up.

3.2 Computation of Charges

3.2.1 As set forth in Section 4, calls will be billed in increments of either: (i) an initial eighteen (18) second period and additional six (6) second periods; (ii) an initial thirty (30) second period and additional six (6) second periods; (iii) an initial sixty (60) second period and additional thirty (30) second periods; or (iv) an initial one (1) minute period and additional one (1) minute periods.

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SECTION 4. DESCRIPTIONS OF SERVICES

4.1 1+ Long Distance

1+ Long Distance Service is a dedicated or switched long distance message telecommunications service provided between points located within the State. Dedicated 1+ Long Distance calls are billed in initial 18 second increments and additional increments of 6 seconds. Switched 1+ Long Distance calls are billed in initial 18 second increments and additional increments of 6 seconds.

4.2 Toll Free Service

Toll Free Service is a telecommunications service which allows a caller to place calls to a Customer at no cost to the calling party by dialing a telephone number that is assigned to a Customer Premises and that employs a toll-free area code. Toll free service is billed in initial 18 second increments and additional increments of 6 seconds.

4.3 Calling Plans

4.3.1 Anytime USA

The Company offers customers ordering Anytime USA two (2) alternative plans based upon the manner of bill presentment that the customer pre-selects. There is a monthly fee for this plan and no minutes of usage are provided.

4.3.2 Integrated Services Calling Plan

The Company offers customers ordering the Integrated Services Calling Plan two (2) alternative plans based upon the manner of bill presentment that the customer pre-selects. There is no monthly fee for this plan and no minutes of usage are provided. Separate Internet access rates of SNiP, Inc. apply in addition to the telecommunications usage rates below. This plan provides customers with a package of switched telecommunications services and Internet access. Customers must subscribe to a qualifying Internet service offered by the Company's Internet provider, SNiP, Inc.

4.4 Toll Directory Assistance

Toll Directory Assistance Service provides the Customer with access to telephone number listing information. The Company will provide this service through arrangements with other telecommunications carriers.

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SECTION 4. DESCRIPTIONS OF SERVICES (Cont'd)

4.5 Toll Operator Services

Toll Operator Services involve assisting Customers with the placement of long distance telephone calls, including Calling Card Calls, Station-to-Station Calls, and Person-to-Person Calls. The Company will provide this service through arrangements with other telecommunications carriers.

4.6 Intrastate Calling Card Service

The Company will provide its Customers with calling cards for the purpose of enabling the customer to access the Company's long distance services from locations other than the Customer's premises.

4.7 Intrastate Calling Card Directory Assistance Service

Intrastate Calling Card Directory Assistance Service provides Customers using the Intrastate Calling Card Service with access to telephone number listing information. The Company will provide this service through arrangements with other telecommunications carriers.

4.8 Conference Calling Service

Conference Calling Service is an audio service that allows Customers to establish conference calls with individuals located at different sites. Customers may enter into the conference meeting using a pre-assigned conference telephone number.

4.9 OnNet Service

OnNet Service is the virtual connection within the State originating from Customer Premises that are connected to the Company's point of presence ("POP") or virtual point of presence ("VPOP") using dedicated access. The Customer must deliver traffic to one of the Company's collocated facilities, using separate arrangements obtained from the Company or a third party. OnNet Service rates apply to all non-local traffic completed through such arrangements. OnNet Service calls are billed in initial 18 second increments and additional increments of 6 seconds.

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SECTION 5. RATE SCHEDULES

5.1 1+ Long Distance Rates

5.1.1 Dedicated 1+ Long Distance

$0.1072 per minute

5.1.2 Switched 1+ Long Distance

$0.1658 per minute

5.2 Toll Free Service Rates

5.2.1 Switched 1+ Toll Free Service

$0.1658 per minute

5.2.2 Dedicated 1+ Toll Free Service

$0.1072 per minute

5.3 Calling Plans

5.3.1 Anytime USA Rates

The recurring fee for the Anytime USA plan is $4.95 per month.

	Switched 1+ Rate	Toll Free Rate
Direct/LEC Billing	$ 0.1434	$ 0.1434
Electronic Billing	$ 0.1434	$ 0.1434

5.3.2 Integrated Services Calling Plan

	Switched 1+ Rate	Toll Free Rate
Direct/LEC Billing	$ 0.1434	$ 0.1434
Electronic Billing	$ 0.1434	$ 0.1434

5.4 Toll Directory Assistance

Per Call: $0.68

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SECTION 5. RATE SCHEDULES (Cont'd)

5.5 **Toll Operator Services**

Direct Connect/Station-to-Station:	$0.95
Direct Connect/Person-to-Person:	$3.70

5.6 **Intrastate Calling Card Service**

Per Call Set-up Charge:	$0.10
Per Minute Rate:	$0.20
Per Call Charge for Calling Card Calls Placed from a Payphone:	$0.40

5.7 **Intrastate Calling Card Directory Assistance**

Per Call:	$0.95

5.8 **Conference Calling Service**

Weekday charges apply 12:00 midnight CST Monday through 11:59 p.m. CST Friday.
Weekend charges apply 12:00 midnight CST Saturday through 11:59 p.m. CST Sunday.

	Weekday Charge	Weekend Charge
Per Call Set-up Charge:	$3.00	$3.00
Per Minute Per Bridgeport Rate:	$0.65	$0.45

5.9 **OnNet Service Rates**

Between Intrastate LATAs:	$0.06 per minute

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SECTION 9 (1)
BY: Stephanie Bell
SECRETARY OF THE COMMISSION

Issued by: Joseph Polito, Jr.
Director of Telecommunications Sales
SNiP Link, LLC
100-A Twinbridge Drive
Pennsauken, NJ 08110

SECTION 5. RATE SCHEDULES (Cont'd)

5.10 **Volume and Term Discounts**

The following volume and term discounts apply to all telecommunications usage purchased under this tariff. The Company will apply these discounts to the Customer's total monthly bill for services rendered, in the aggregate.

5.10.1 Term Discounts.

Term	Discount
One Year:	0%
Two Year:	2%
Three Year:	3%
Five Year:	4%

5.10.2 Volume Discounts.

Monthly Recurring Revenue	Discount
No Commitment:	0%
$100.00 – 499.00	1%
$500.00 – 999.00	2%
$1,000.00 – 3,999.00:	3%
$4,000.00 – 8,499.00:	5%
$8,500.00 – 12,499.00:	7%
$12,500.00 +:	9%

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ORIGINAL

Frequently Asked Questions

Understanding My SNiP Phone Bill

When you receive your phone bill from your local phone company, the charges for your SNiP phone services will be included on that bill. SNiP, however, uses a billing service called ***"HOLD Billing Services"*** to place your SNiP phone charges onto your local phone company bill. Since the name ***"HOLD Billing Services"*** not SNiP will appear on your bill, your bill may appear confusing at first. To avoid possible confusion we have included below examples of how your SNiP phone charges will appear on your bill.

Toll Charges Example:

HBS HOLD BILLING SERVICES

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856 858-1234

June 23, 2000

No.	Date	Time	Call type	Place	Number	Minutes	Cost	T
1	May 29	4:26PM	Day	To INDIANA	PA 724-463-1234	7.0	.47	A
2	May 29	4:34PM	Day	To INDIANA	PA 724-463-1234	25.3	1.70	A
3	May 30	6:10PM	Day	To INDIANA	PA 724-349-1234	0.3	.02	A
4	May 30	8:46PM	Day	To INDIANA	PA 724-349-1234	7.1	.48	A

T= Tax rate applied: A=9.00%

Federal tax..... +1.10
NJ Sales tax..... +2.20

Total HOLD Billing Serv toll charges $39.94

Total for HOLD Billing Serv charges $44.27
If you have a question please call 1 800-879-4653.

Miscellaneous and Non-basic Charges Example:

HOLD Billing Serv June 23, 2000

This portion of your bill is provided as a service to HOLD Billing Service.

Non-basic service charges

No.	Date	Time	Call type	Place	Number	Minutes	Cost	T
Miscellaneous Charges								
Snip-Link								
1	Jun 21		LD LINE CHG				1.04	
2	Jun 21		UNIV SVC FND				2.93	

T= Tax rate applied:

Federal tax..... +.12
NJ Sales tax..... +.24

Total HOLD Billing Serv non-basic charges $4.33

Continued

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SEP 29 2000

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