Empire Telecom Services, Inc.

Local Exchange

TELECOMMUNICATIONS SERVICES

Applying to Intrastate Local Exchange
Common Carrier Communications
Services Between Points in the
Commonwealth of Kentucky

AND

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

This tariff is on file with the Kentucky Public Service Commission and copies may be inspected, during normal business hours, at Empire Telecom Services, Inc., 9040 Roswell Road, Suite 480, Atlanta, Georgia 30350-1892.

ALL MATERIALS IN THIS TARIFF ARE NEW

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 08 1999

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

Issued: November 8, 1999
By: Alan B. Thomas, Jr.
Executive Vice President
Empire Telecom Services, Inc.
9040 Roswell Road, Suite 480
Atlanta, Georgia 30350-1892

Effective: December 8, 1999

Alan B. Thomas, Jr.,
Executive Vice President

CHECK LIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

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SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

(C) To signify changed regulation.

(D) To signify deleted or discontinued rate, regulation or condition.

(I) To signify a change resulting in an increase to a customer's bill.

(M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.

(N) To signify new rate, regulation, condition or sheet.

(R) To signify a change resulting in a reduction to a customer's bill.

(T) To signify change in text but no change in rate, rule or condition.

(Y) To signify a reference to other published tariffs.

(Z) To signify a correction.

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TARIFF FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Kentucky Public Service Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page 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.
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D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List 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 the Check List if these are the only changes made to it (i.e., the format, etc.). The User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

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INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, common carrier, local exchange telecommunications services by Empire Telecom Services, Inc. (hereinafter referred to as "Empire" or the "Company") between various locations in the Commonwealth of Kentucky.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

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1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

Authorization Code

"Authorization Code" means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

Carrier

"Carrier" means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

"Commission" means the Kentucky Public Service Commission.

Credit(s)

"Credit(s)" has the meaning set forth in Section 2.26 hereof.

Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.26 hereof.

Credit Limit

"Credit Limit" means a credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.18.

Customer

"Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff.

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1 Technical Terms and Abbreviations (cont.)

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

"Holidays" means all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

ICB

"Individual Case Basis" or "ICB" has the meaning set forth in Section 2.36 hereof.

Interruption

"Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by User for a continuous period of thirty (30) minutes or more.

InterLATA Service

"InterLATA Service" means communications between a point located in a local access and transport area ("LATA") and a point located outside such area.

Local Exchange Carrier ("LEC")

"LEC" means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

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1 Technical Terms and Abbreviations (cont.)

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

Minimum Service Period

"Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes Services under this Tariff.

Other Providers

"Other Providers" means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

"Resale Tariff(s)" means the tariff(s) of one or more Other Providers.

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1 Technical Terms and Abbreviations (cont.)

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Tariff.

Service Commencement Date

"Service Commencement Date" means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order

"Service Order" means (i) a contract between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

TDD

"TDD" means a Telecommunications Device for the Deaf.

Termination (Terminate)

"Termination" (or "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.

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1 Technical Terms and Abbreviations (cont.)

Third Party Billing Companies

"Third Party Billing Companies" means, collectively, any clearinghouses, LECs, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company's behalf.

User

"User" means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

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2 RULES AND REGULATIONS

The Company is a provider of regulated, intrastate, local exchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable interconnection/resale agreements which are on file with, and have been approved by, the Commission.

2.1 Undertaking of the Company

2.1.1 Obligation to Provide Service. The Company shall exercise reasonable efforts to provide Services to Users pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Users' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.

2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company by an Other Provider; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.

2.1.3 Right to Discontinue or Block Services. The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to block Services to any User location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

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2.2 Responsibility and Use

2.2.1 Services may be used by Customer or User for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth herein.

2.4 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which are (i) made to certain countries, cities, or central office ("NXX") exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

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2.5 Interconnection

2.5.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.

2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

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2.6 Equipment

2.6.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is solely the responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.

2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

2.6.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by any Other Provider's personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.7 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the User's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the User's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

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2.9 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.11 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefor set forth in the Service Order or in this Tariff.

2.12 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

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2.13 Service Order Cancellation

Except as otherwise set forth herein, Customers who cancel a Service Order prior to Service installation (including without limitation cancellation of special construction or Services provided on an individual case basis) will incur a Charge equal to the greater of (i) the non-recurring Charges for the MSP, or (ii) the Company's reasonably incurred, actual expenses associated with such cancellation.

2.14 Billing and Payments

2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Users, including without limitation any unauthorized, unlawful or fraudulent use or access.

2.14.2 Except as otherwise provided in this Tariff, all amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.

2.14.3 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the Users' actual usage, or under such other terms as may be agreed to by the Company and the Customer in writing.

2.14.4 Charges for prepaid Residential Telecommunications Service will be billed via invoice to the Customer on a thirty (30 day) basis, in advance. Customer's Service will be subject to discontinuance or disconnection if the amount stated on the invoice is not paid in full by the first day of the next thirty (30) day cycle following the aforesaid mailing. All calculations of dates set forth in this Section shall be based upon calendar days and if a billing date falls on a Sunday or on a Holiday, the Customer may make payment in full on the next regular business day.

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2.14 Billing and Payments (cont.)

2.14.5 Except as otherwise provided in this Tariff, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to five (5) business days' prior written notice and to any other applicable Commission Regulations; provided, however, Customer, at any time prior to the proposed date of Termination, may cure its failure to pay past due invoices by agreeing in writing to pay future invoices when due and to pay the unpaid balance in equal installments over the three (3) consecutive billing months immediately following said notice; provided further, however, Customer's failure to make such agreed upon installments when due will result in immediate Termination without further notice. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within ten (10) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, Customer will have the right to obtain Commission investigation of any disputed invoice before Service is disconnected in accordance with Regulation.

2.14.6 With prior credit approval by the Company, Customers may be permitted to remit payment for Services by check or by credit card. Payment for prepaid Residential Services shall be by money order, or by cash at approved Company designated Payment Centers.

2.14.7 Payments for prepaid Residential Service are considered received by the Company upon either the Company's or a Payment Center's receipt of Customer's money order or cash payment in the amount of the total charges due to the Company.

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2.15 Late Payment Charge (C)

Invoices more than thirty (30) days past due will incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Regulation. *This monthly finance charge shall not be assessed upon any portion of the unpaid balance which represents (i) late payment charges assessed pursuant to this section or (ii) unpaid finance charges assessed pursuant to Section 4.4.*

2.16 Deposits

Customers or applicants for Services whose financial condition is not acceptable to the Company, as determined in its sole opinion and discretion, may be required to provide the Company, either before or after the commencement of Service, with a security deposit, in cash or cash-equivalents, in an amount not to exceed two (2) months of estimated Service usage, and/or to provide the Company with such other assurances of, or security for, the payment of charges for Services as the Company may deem necessary in its sole judgement and discretion. Any such cash deposit will bear simple interest at a rate of six percent (6%) per annum or at such other rate as may be determined by a competent Regulatory Authority. The Company may apply such deposit at any time to any past due balances owed to it by Customer hereunder, provided however, the Company shall return the remainder to Customer, at its last known address, within one (1) month following the date of Termination. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of a cash deposit. All deposits will be collected in accordance with Regulations.

2.17 Advance Payments

2.17.1 Recurring Advance Payments. The Company may, at its sole option and discretion, require that any Customer having a history of late payments for the Services or whose credit history either is unsatisfactory (in the Company's sole opinion) or is not established to the Company's reasonable satisfaction to make advance payments from time to time for future consumption of Services. The amount of each such advance payment will not exceed the lesser of (a) one (1) month's actual or estimated charges, or (b) the highest amount permitted by any applicable Regulation. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of an advance payment. Advance payments will be applied to charges for Services in the same manner as other payments. A customer may be required to continue to make advance payments in accordance with this Section until such time as its credit worthiness is established to the Company's reasonable satisfaction.

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2.17 Advance Payments (cont.)

2.17.2 Nonrecurring Advance Payments. The Company may require any Customer to make an advance payment of non-recurring charges (e.g., special construction charges) prior to consumption of services.

2.18 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Users' consumption of Services for any monthly period.

2.19 Taxes

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. All such taxes and surcharges will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff.

2.20 Discontinuation (C)

2.20.1 By Company. Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than *ten (10)* business days prior written notice or such other notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reasons:

2.20.1.A by order of a Governmental Authority;

2.20.1.B in the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation violation of the provisions of this Tariff, a Service Order, or of any other Regulations, by the Customer, by any User, or by any other person;

2.20.1.C Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder; or

2.20.1.D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the

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2.20 Discontinuation (cont.)

2.20.2 By Customer. Except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff, the Customer may Terminate Service upon thirty (30) days prior written notice, provided however, that Customer, except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all nonrecurring Charges applicable to the remainder of said MSP.

2.21 Restoration of Services

The Company shall restore any Terminated Service in accordance with Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

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2.22 Limitation of Liability

2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any User, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.

2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 hereof.

2.22.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.

2.22.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.

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2.22 Limitation of Liability (cont.)

2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

2.22.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

2.23 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

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2.24 Indemnification

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

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2.25 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.25.1 libel or slander resulting from User's use of the Services;

2.25.2 any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the User or any third party, or (ii) in an explosive or otherwise hazardous environment;

2.25.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by any User or (b) by any other person using the Services provided to any User, User location, or Authorization Code; or (ii) from the combination of User's use of Services with CPE or with other User-provided facilities or services; and

2.25.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.

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2.26 Credits and Credit Allowances

2.26.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the User, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.

2.26.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars ($20.00), subject to the Company's collection of such Credit Allowance from the Other Provider obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which the Company receives from the Other Provider. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Other Provider for which no Credit Allowance is due to the Company.

2.26.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

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2.27 Local Calling Area

The Company will provide Services from all exchanges of Other Providers whose services or facilities are used by the Company in providing the Services, in conformance with each Other Provider's existing local exchange boundary maps as approved by the Commission.

2.28 Access to Telephone Relay Service

Where required by Regulation, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirements related thereto.

2.29 Compliance

The Company and Customer shall (and Customer shall cause User to) comply with all Regulations.

2.30 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Other Provider's facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

2.31 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.32 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

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2.33 Governing Law (C)

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the *Commonwealth of Kentucky*.

2.34 Assignment

2.34.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.34.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

2.35 Contract Service Arrangements

At the option of the Company, Services may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

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2.36 Special Construction

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction or ICB is construction undertaken:

2.36.1 where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;

2.36.2 where facilities other than those which the Company provides are requested by the Customer;

2.36.3 where facilities are requested by the Customer over a route other than that which the Company serves;

2.36.4 when Services are requested in a quantity greater than that which the Company would normally provide to a Customer;

2.36.5 when Services are requested by a Customer on an expedited basis;

2.36.6 when Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, non-recurring, and early termination Charges.

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3 DESCRIPTION OF SERVICES

3.1 Local Exchange Service Local exchange service is provided by the Company through resale of local exchange service provided by an Other Provider. The Company's Services consist of (i) Prepaid Residential Telecommunications Service, (ii) Standard Residential Telecommunications Service, (iii) Business Telecommunications Service, (iv) Optional Service Features, (v) Directory Listing Service, and (vi) 911 Service.

3.1.1 Prepaid Residential Telecommunications Service ("Prepaid Residential Service") Prepaid Residential Service is a switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the Commonwealth of Kentucky. Prepaid Residential Service is available only within a Local Calling Area as described in Section 2.27.

3.1.1.A Prepaid Residential Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. Prepaid Residential Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place calls to toll-free "800" or "888" telephone numbers. Prepaid Residential Service does not permit a Customer to originate calls to direct dial (1+) or (0+) toll services or to caller-paid information services (e.g., "900", "976", "711"). Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

3.1.1.B Standard Features. Each Prepaid Residential Service Customer is provided with only local exchange service.

3.1.1.C Optional Features. Prepaid Residential Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial and (vii) Unpublished Number.

3.1.1.D Rates and Charges. The Company will charge a Prepaid Residential Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.

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3.1 Local Exchange Service (cont.)

3.1.2 Standard Residential Telecommunications Service ("Standard Residential Service")
Standard Residential Service is a switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the Commonwealth of Kentucky. Standard Residential Service is available only within a Local Calling Area as described in Section 2.27.

3.1.2.A Standard Residential Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Standard Residential Service permits a User to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; and (iii) place calls to toll-free "800", "888" and "877" telephone numbers, to toll services or to caller-paid information services (e.g., "900", "976", "711").

3.1.2.B Standard Features. Each Standard Residential Service Customer is provided with only local exchange service.

3.1.2.C Optional Features. Standard Residential Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial and (vii) Unpublished Number.

3.1.2.D Rates and Charges. The Company will charge a Standard Residential Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.

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3.1 Local Exchange Service (cont.)

3.1.3 Business Telecommunications Service ("Business Service")
Business Service is a switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the Commonwealth of Kentucky. Business Service is available only within a Local Calling Area as described in Section 2.27.

3.1.3.A Business Service provides a Customer with a single voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Business Service permits a User to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; and (iii) place calls to toll-free "800", "888" and "877" telephone numbers, to toll services or to caller-paid information services (e.g., "900", "976", "711").

3.1.3.B Standard Features. Each Business Service Customer is provided with only local exchange service.

3.1.3.C Optional Features. Business Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial and (vii) Unpublished Number.

3.1.3.D Rates and Charges. The Company will charge a Business Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.

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3.1 Local Exchange Service (cont.)

3.1.4 Optional Service Features

3.1.4.A Call Waiting. A tone signals the User to indicate that another call is waiting. The User can answer the second call by flashing the switchhook or by hanging up the phone.

3.1.4.B Call Forwarding. The User may direct incoming calls to the Customer's telephone number to be routed to a User-defined telephone number.

3.1.4.C Three Way Calling. The User may sequentially call up to two other Customers' telephone numbers and add the calls together making a three way call.

3.1.4.D Unpublished Number. The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

3.1.4.E Speed Dial. The User may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code.

3.1.4.F Call Return. The User may return the last call to the Customer's telephone number by dialing a one or two-digit code.

3.1.4.G Caller ID. The User may view on a display unit the telephone number of incoming telephone calls.

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3.1 Local Exchange Service (cont.)

3.1.5 Directory Listing Service

3.1.5.A The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

3.1.5.B The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clarity of the listing or the identification of the Customer is not impaired thereby.

3.1.5.C The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.

3.1.5.D In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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3.1 Local Exchange Service (cont.)

3.1.6 911 Emergency Service ("911 Service")

3.1.6.A 911 Service permits Customers to reach appropriate emergency services including police, fire and medical services.

3.1.6.B The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.

3.1.6.C Upon the Company's transmittal of a Customer's 911 Service record, including the Customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper Public Safety Answering Point.

3.1.6.D By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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3.1 Local Exchange Service (cont.)

3.1.7 Reserved for Future Use

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3.1 Local Exchange Service (cont.)

3.1.8 Reserved for Future Use

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3.1 Local Exchange Service (cont.)

3.1.9 Reserved for Future Use

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3.1 Local Exchange Service (cont.)

3.1.10 Reserved for Future Use

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3.2 Timing of Calls

The Customer's monthly charges for Services provided hereunder are based upon one or more of the following: (i) the total time the User actually uses the Services (rounded to the increments set forth in herein), (ii) certain recurring charges as set forth herein, or (iii) in the case of Private Line Service, the airline mileage between the originating and the terminating rate centers of each call as calculated using the V and H coordinates set forth in AT&T's FCC Tariff No. 10 on file with the FCC, and incorporated herein by reference. The method of calculation of the airline mileage between rate centers is calculated according to the following formula.

$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

Where V1 and H1 are the V and H coordinates of point 1, and V2 and H2 are the V and H coordinates of point 2. The mileage is rounded up to an integer value to determine the airline mileage.

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4 RATES

4.1.1 Return Check Charge

The Customer will be charged twenty-five dollars ($25.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Reconnection Fee

A charge of twenty dollars ($20.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a User requests to be reconnected to the Services after the Company has Terminated the Services to User for any reason allowed by this Tariff.

4.3 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 a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations (i.e., thirty (30) days written notice to the Commission before implementation).

4.4 Late Payment Charge (C)

Invoices unpaid after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law. *This monthly finance charge shall not be assessed upon any portion of the unpaid balance which represents (i) late payment charges assessed pursuant to this section or (ii) unpaid finance charges assessed pursuant to Section 2.15.*

4.5 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required 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

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Primary Interexchange Carrier Charge, and compensation to pay telephone service providers for the use of their pay telephones to access the Company's Services.

4.6 Prepaid Residential Telecommunications Service

4.6.1 Non-Recurring Charges

Processing/Application Fee:	$42.50
Directory Listing:	$0.00
Premises Work Charge:	
(A) First 15-minute increment or fraction thereof	$30.00
(B) Each additional 15-minute increment or fraction thereof	$25.00
(C) A minimum charge of 1 hour applies per Customer request	

4.6.2 Recurring Charges (C)

Monthly Residential Service	$59.00
Directory Listing	$0.00
911 Service	$0.00
Kentucky Lifeline	*$0.03*
Kentucky Relay Service Surcharge	*$0.07*

4.6.3 Optional Features

4.6.3.A Non-Recurring Charges

Caller ID Set Up Fee	$10.00

4.6.3.B Recurring Charges

Call Waiting	$5.00
Call Forwarding	$5.00
Three Way Calling	$5.00
Unpublished Number	$5.00
Speed Dial	$5.00
Call Return	$5.00
All Above Options	$20.00
Caller ID	$10.00

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4.7 Standard Residential Telecommunications Service Rates

4.7.1. Non-Recurring Charges

Processing/Application Fee:	$40.00
Directory Listing:	$0.00
Premises Work Charge:	
(A) First 15-minute increment or fraction thereof	$30.00
(B) Each additional 15-minute increment or fraction thereof	$25.00
(C) A minimum charge of 1 hour applies per Customer request	

4.7.2 Recurring Charges

	(C)
Monthly Residential Service, per line	$19.00
Directory Listing	$0.00
911 Service	$0.00
Kentucky Lifeline	*$0.03*
Kentucky Relay Service Surcharge	*$0.07*

4.7.3 Optional Features

4.7.3.A Non-Recurring Charges

Caller ID Set Up Fee	$7.00

4.7.3.B Recurring Charges

Call Waiting	$3.50
Call Forwarding	$3.50
Three Way Calling	$3.50
Unpublished Number	$3.50
Speed Dial	$3.50
Call Return	$3.50
All Above Options	$18.00
Caller ID	$7.00

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EFFECTIVE

JAN 28 2000

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

4.8 Business Telecommunications Service Rates

4.8.1 Non-Recurring Charges

Processing/Application Fee	$50.00
Directory Listing	$0.00
Premises Work Charge:	
(A) First 15-minute increment or fraction thereof	$30.00
(B) Each additional 15-minute increment or fraction thereof	$25.00
(C) A minimum charge of 1 hour applies per Customer request	

4.8.2 Recurring Charges

Monthly Service, per line	$30.00
Directory Listing	$0.00
911 Service	$0.00

4.8.3 Optional Features

4.8.3.A Non-Recurring Charges

Caller ID Set Up Fee	$7.00

4.8.3.B Recurring Charges

Call Waiting	$3.50
Call Forwarding	$3.50
Three Way Calling	$3.50
Unpublished Number	$3.50
Speed Dial	$3.50
Call Return	$3.50
All Above Options	$18.00
Caller ID	$7.00

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4.13 Directory Assistance

The Company does not provide local directory assistance. Access to long distance directory assistance may be obtained by dialing 1+555-1212 or 411 for listings within the originating area code and by dialing 1 + (area code) + 555-1212 for other listings. User will be billed $0.75 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

4.14 Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Users who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. Users using TDDs with the assistance of the relay center will receive a credit on their subsequent bill equal to fifty percent (50%) of the rate for the applicable rate period. If either the User or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

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