1-800-RECONEX, Inc.

Local Exchange

LOCAL EXCHANGE SERVICE

REGULATIONS, RULES AND PRICE LIST SCHEDULES

OF

INTRASTATE CHARGES

FOR

n

1-800-RECONEX, Inc.

PORTLAND, OREGON

FOR THE SERVICE OF AREA OF THE

COMMONWEALTH OF KENTUCKY

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
SEP 17 1998
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephen Bu
SECRETARY OF THE COMMISSION

Issud: 9/15/97

Effective

Issued y: William E. Braun, Secretary
1-800-RECONEX, Inc.
2500 Industrial Avenue
Hubbard, Oregon 97032

CHECK SHEET

The sheets of this Tariff are effective as of the date shown on at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION	SHEET	REVISION	SHEET	REVISION
1	Original	18	Original	35	Original
2	6th Revised (*)	19	Original	36	Original
3	Original	20	Original	37	Original
4	Original	21	Original	38	Original
5	Original	22	Original	39	Original
6	Original	23	1st Revised	40	Original
7	Original	24	1st Revised	41	1st Revised
8	Original	25	Original	42	Original
9	1st Revised	26	Original	43	Original
10	2nd Revised (*)	27	Original	44	Original
10.1	2nd Revised (*)	28	1st Revised (*)	45	2nd Revised (*)
11	Original	29	Original	46	4th Revised (*)
12	Original	30	Original	47	Original
13	Original	31	Original	48	Original
14	Original	32	Original	49	1st Revised
15	Original	33	Original	50	Original
16	Original	34	Original	51	1st Revised
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SECTION 9 (1)

BY Thomas M. Dorman
EXECUTIVE DIRECTOR

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APPLICABILITY

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate residential communications services by 1-800-RECONEX, Inc. to residential Customers within the local exchange service area defined herein.

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EXPLANATION OF SYMBOLS

The following symbols shall be used for the purposes indicated below:

C - To signify a changed condition or regulation
D - To signify a discontinued rate, condition, or regulation
I - To signify an increased rate
M - To signify move in the location of text
N - To signify new rate, condition, regulation, or sheet
0 - To signify no change*
R - To signify reduced rate
s - To signify matter appearing elsewhere or repeated for clarification
T - To signify change in text for clarification
z - To signify a correction

*The use of the symbol "0" shall be discretionary unless its use in the interest of clarity is evident or specifically requested by the Commission.

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right comer of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

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

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

2.
2.1
2.1.1
2.1.1.1
2.1.1.1.1
2.1.1.1.1.1

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

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1.0 Definitions

Certain terms used generally throughout this Tariff are defined below.

Call Block *60: Call Block prevents unwanted calls and interruptions. Call Block *60 lets the customer select up to twelve phone numbers from their local calling area to be blocked from reaching them. They can also block incoming calls placed from the last calling number even if the number is unknown. A blocked caller will hear a voice recording that says the Customer is not presently accepting calls. Dial *60 to turn on and *80 to turn off. (N)

Call Forwarding: Call Forwarding forwards all incoming calls to another telephone number specified by the Customer. Press *72 and enter the phone number where the calls are to be forwarded. Two short tones will verify Call Forwarding is activated. Press *73 to turn it off. (N)

Call Return *69: Activate Call Return by dialing *69. Turn Cal Return off by dialing *89. Call Return will automatically store the number of the last person who called. It can be used to return a call whether the call was answered or not. If the return number is busy, it will ring the number when it is no longer busy for up to thirty minutes. This service will monitor a busy number for one-half hour. (N)

Call Selector: A Customer phone list can be designed exclusive to twelve callers the Customer chooses. Other callers receive a polite announcement that says they are not presently receiving calls. Press *64 and follow the voice prompts. (N)

Call Trace: A service which permits the tracing of the last call received and holds the result for later use by an authorized law enforcement agency. (N)

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch-hook or hanging up the telephone and being rung back by the caller.

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

Choice Pack: A page of services which consists of Call Return, Repeat Dialing, Call Selector, Call Forwarding, Call Block, Call Trace, and Ring Master. (N)

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1.0 Definitions (Cont'd)

Company: 1-800-RECONEX, Inc., an Oregon corporation, which is the issuer of this Tariff.

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

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

Extended Area Service: A geographic area beyond the local service area to which traffic is classified as local for selected customers, i.e., telephone service that allows subscribers in one exchange to call subscribers of another exchange without a toll charge.

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

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

Nonpublished Listing: A directory listing which is not printed in a directory nor available from directory assistance.

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

Partial Pay Processing: Allows customers the opportunity to make a partial payment towards their service and the remaining balance later for a partial pay processing fee. The Processing fee is to be paid with the remaining balance. Partial Pay Processing will, temporarily, extend the customer's due date fifteen (15) days. The customer must pay at least 50% of the amount due to enable Partial Pay Processing. (N)

Prepaid: Payment in advance of the provision of services.

Reconnection Fee: A charge to re-establish previous Customer's account.

Reminder Notice: Notification mailed to Customer approximately ten (10) days prior to the expiration of the current prepaid period.

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1.0 Definitions (Cont'd)

Repeat Dialing *66: Activate Repeat Dialing by dialing *66 and it will monitor the number the Customer called for up to thirty minutes and alert the customer with a distinctive ring when the number is available. Repeat Dialing can be used to return calls to more than one busy number at the same time. (M)

Ring Master: Ring Master is a distinctive ring that gives the Customer two different numbers on one phone line. A special ring will let the Customer know which number has been dialed, so the Customer knows instantly if the call is for them or the other designated line holder.

Service Continuation Fee: A one-time charge to extend service beyond the expiration of the prepaid period. Customer may elect to pay fee to avoid a reconnection fee, however Customer will be responsible to pay for all service provided during the service continuation period.

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

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

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

Speed Dial: Speed Dial stores eight numbers. Once programmed into one phone, it will work from any phone in the house. To program Speed Dial, press 74#, enter the two-digit code desired using numbers 20 through 49, and key in the telephone number the code is to represent. To call a Speed Dial number, the Customer simply enters the assigned code and presses #.

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

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

Toll Restriction This feature precludes the user from dialing certain outgoing long distance calls.

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

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2.0 Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service on a resale basis in connection with one-way and/or two-way information transmission between points within the State of Kentucky under the terms of this Tariff.

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

2.1.2 Limitations

2.1.2.1 Service is offered subject to the availability of ILEC facilities and the provisions of this Tariff.

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

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2.0 Regulations (Cont'd)

2.1 Undertaking of the Comnanv (Cont'd)

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is prepaid and provided on the basis of a minimum period of at least one month, and shall continue to be provided until Customer fails to prepay for the subsequent month pursuant to Company's monthly service Reminder Notice. If Customer does not provide payment prior to the expiration of the prepaid service period Customer's service will be disconnected. Company may, in its sole discretion, extend the service period for up to 10 days to allow Customer to make full payment for the next 30 day period upon payment of a Service Continuation Fee. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customer shall be informed, prior to subscribing to service, as to termination provisions, number change and transfer of account charges, as well as prepayment obligations.

2.0 Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

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2.1.3 Terms and Conditions (Cont'd)

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

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

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

2.0 Regulations (Cont'd)

2.1 Undertaking of the Comnanv (Cont'd)

2.1.4 Liabilitv of the Comnanv

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited the extension of allowances for interruption as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff With respect to any claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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2.0 Regulations (Cont'd)

2.1 Undertaking; of the Comnany (Cont'd)

2.1.4 Liability of the Comnany (Cont'd)

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

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2.0 Reeulations (Cont'd)

2.1 Undertaking of the Companv (Cont'd)

2.1.4 Liability of the Companv (Cont'd)

2.1.4.4 The Company shall not be liable for:

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

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

2.1.4.5 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.

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

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2.0 Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

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

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including:

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

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

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

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2.0 Regulations (Cont'd)

2.1 Undertaking of the Comnanv (Cont'd)

2.1.4 Liability of the Comnanv (Cont'd)

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

2.1.4.10 The Company makes no warranties or representations, expressed or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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

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2.0 Regulations (Cont'd)

2.1 Undertaking of the Comnany (Cont'd)

2.1.4 Liability of the Company (Cont'd)

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

2.0 Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the Station, terminal equipment or communications system of the Customer, or any third-party acting as its agent, to the ILEC's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall insure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the ILEC's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company or ILEC equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting harm to Company or ILEC equipment, personnel, or the quality of service to other Customers, the Company may require the use of protective equipment at the Customer's expense or terminate the Customer's service without liability.

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2.0 Regulations (Cont'd)

2.1 Undertaking of the Comnanv (Cont'd)

2.1.4 Liability of the Comnanv (Cont'd)

2.1.4.14 With respect to Emergency Number 9 11 Service:

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

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

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

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2.0 Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.14 (Cont'd)

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

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

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2.0 Regulations (Cont'd)

2.1 Undertakine of the Comnanv (Cont'd)

2.1.4 Liability of the Comnanv (Cont'd)

2.1.4.16 In conjunction with a Nonpublished Listing, as described in Section 3.4.2.2, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

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

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, Company or ILEC 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. The Customer shall be informed, prior to subscribing to service, as to termination provisions, number change and transfer of account charges, as well as prepayment obligations. No specific advance notification is applicable to all service activities. The Company will work cooperatively with the Customer to determine the (T)

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2.0 Regulations (Cont'd)

reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible. (M)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

2.1.6.1 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.

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

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

2.0 Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

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

(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.

2.1.7 Ownership of Facilities

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

2.2 Prohibited Uses

The services of the Company 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.

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2.0 Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

(a) The payment of all applicable charges pursuant to this Tariff;

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

(c) Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company or ILEC facilities and equipment installed on the premises of the Customer;

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

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2.0 Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

(e) Granting or obtaining permission for ILEC or Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as stated herein, removing Company or ILEC facilities or equipment;

(f) Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's or ILEC's equipment or facilities.

2.3.2 Claims

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

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

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2.0 Regulations (Cont'd)

2.3 Obligations of Customer (Cont'd)

2.3.2 Claims (Cont'd)

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

2.3.2.2 Any disputes or controversies arising out of the subject matter of this Tariff, where the Customer or Customers claim damages individually or in the aggregate in excess of $3,000.00, shall be decided by arbitration. The parties shall select a mutually agreeable arbitrator or, if one can not be mutually agreed upon, then the party with the claim may request the local court in the county in which the claimant resides to appoint an arbitrator in accordance with local law. The decision of the arbitrator will be final.

2.4 Reserved For Future Use

2.0 Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

2.5.1.1 Taxes

Federal, state, and any local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are paid by the Company to the ILEC and are included in the rates stated in this Tariff.

2.5.1.2 Federal Access Charge

The end user common line charge imposed by order of the FCC is paid by the Company to the ILEC and will be charged in addition to the rates stated in this Tariff.

2.5.1.3 Partial Pay Processing (N)

Allows customers the opportunity to make a partial payment towards their service and the remaining balance later for a partial pay processing fee. This fee is to be paid with the remaining balance.

Partial Pay Processing will, temporarily, extend the customer's due date fifteen (15) days.

The customer must pay at least 50% of the amount due to enable Partial Pay Processing.

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EXECUTIVE DIRECTOR

2.0 Regulations (Cont'd)

2.5 Pavment Arrangements (Cont'd)

2.5.2 Collection of Charges

2.5.2.1 Customers monthly service provided by Company shall be prepaid by Customer for each one-month period.

2.5.2.2 The Company shall present a Reminder Notice for Monthly Charges to the Customer in advance of the month for which service is provided.

2.5.2.3 For Customers who request service disconnection prior to the expiration of the prepaid service period 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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2.0 Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Charges

The Customer shall notify the Company of any disputed charges within 30 days of notification of the charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kentucky Public Service Commission in accordance with the Commission's rules of procedure.

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

2.5.4 Reserved For Future Use

2.5.5 Security

2.5.5.1 Customer Deposits

The Company does not require deposits from the Customer.

2.0 Regulations (Cont'd)

2.5 Pavment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

2.5.6.1 Company may discontinue service to Customer at the expiration of any prepaid service period unless Customer has paid a Service Continuation Fee.

2.5.6.2 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer; discontinue or suspend service without incurring any liability.

2.5.6.3 Upon violation of any of the other material terms or conditions for furnishing service the Company may discontinue or suspend service without incurring any liability if such violation continues during that period.

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2.0 Regulations (Cont'd)

2.5 Pavrnent Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

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

2.5.6.4.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its or the ILEC's personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2.5.6.4.1 (a-i) if:

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

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

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2.0 Regulations (Cont'd)

2.5 Pavment Arrangements (Cont'd)

2.5.6. Discontinuance of Service (Cont'd]

2.5.6.4 (Cont'd)

2.5.6.4.1 (Cont'd)

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

(d) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

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2.0 Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6. Discontinuance of Service (Cont'd)

2.5.6.4 (Cont'd)

2.5.6.4.1 (Cont'd)

(e) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

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

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

(3) Any other fraudulent means or devices; or

(f) The Customer causes toll or any other charge by any entity other than the ILEC to appear on the Company's billing from the ILEC; or

(g) The service is abandoned by the Customer; or

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2.0 Regulations (Cont'd)

2.5 Pavment Arrangements (Cont'd)

2.5.6. Discontinuance of Service (Cont'd)

2.5.6.4 (Cont'd)

2.5.6.4.1 (Cont'd)

(h) The service is used in such a manner as to interfere with the service of other users; or

(i) The service is used for unlawful purposes.

2.5.6.4.2 Immediately, upon notice to the Customer who has failed to pay any sum when due.

2.5.6.4.3 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within that seven (7) day period.

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

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2.0 Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6. Discontinuance of Service (Cont'd)

2.5.6.6 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges shall become due. This is 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.

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2.0 Regulations (Cont'd)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruotions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1.1 Credit allowance for the interruption of service which is not due to the ILEC's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.1.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's or ILEC's facilities.

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2.0 Regulations (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

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

Customer Credit = A/B x C, where:

A = Service credit to the Company from the ILEC

B = Total monthly charge for Customer's service to the Company from the ILEC

C = Monthly charge to the Customer by the Company

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2.0 Regulations (Cont'd)

2.6 Allowances for Interruption of Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

(a) Interruption due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer, any User, or other common carrier providing service connected to the service of the Company;

(b) Interruptions due to the negligence of any person other than the Company including, but not limited to, the Customer or other common carrier 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 and the ILEC are not given full and free access to their facilities and equipment for the purpose of investigating and correcting interruptions;

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

(f) Interruptions of service during any period when the Customer has released service to the Company or ILEC for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

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

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2.0 Regulations (Cont'd)

2.7 Cancellation of Service

2.7.1 Cancellation of Annlication for Service

2.7.1.1 Where Customer cancels an application for service prior (T)
to the start of service, no charges will be imposed except for those specified below.

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

2.7.1.3 The special charges described in Section 2.7.1.2 will be calculated and applied on a case-by-case basis.

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2.0 Regulations (Cont'd)

2.7 Cancellation of Service (Cont'd)

2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order the Customer agrees to pay to the Company all charges reasonably expended by the Company to establish service to the Customer.

2.8 Transfer and Assignments

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

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2.0 Regulations (Cont'd)

2.9 Notices and Communications

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

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

2.9.3 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 Reminder Notices mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or Reminder Notice with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices or other communications, by following the procedures for giving notice set forth herein.

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3.0 Service Descriptions

3.1 Local Exchange Service: The Company's local telephone service provides a Customer with the ability to connect to the ILEC's switching network which enables the Customer to:

place or receive calls to any calling Station in the local calling area, as defined herein;

access enhanced 911 Emergency Service (where available through the ILEC);

Access Directory Assistance (as specified in Section 3.2);

Access operator services (as specified in Section 3.3);

place calls to 8XX telephone numbers.

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

3.1.1 Service Area: Where facilities are available, the Company's service area incorporates the geographic regions and exchanges currently served by the following ILECs:

BellSouth Telecommunications, Inc.
GTE

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3.0 Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.1 Service Area (Cont'd)

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

3.1.2 Local Line:

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

3.1.2.2 Optional Features: A Local Line Customer may order the following optional features, at the rate specified in Section 3.1.2.3.1:

Custom Calling Package
Caller ID
Extended Area Service
Repeat Dialing *66
Call Return *69
Call Forwarding
Speed Dial
Call Block *60
Call Selector
Ring Master
Call Trace
Choice Pack
Partial Pay (N)

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EXECUTIVE DIRECTOR

3.0 Service Descriptions

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.3 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring and Monthly Recurring Charges as specified in Section 3.1.2.3.1 and 3.1.2.3.2 respectively. Local Line charges will vary based on the ILEC providing facilities to the Company in the Customer's exchange.

3.1.2.3.1 One-Time Charges

Set-Up Charge (per line)	$39.00	
One-time Feature Set-Up (per line) (features are each of the following: Customer Calling Package, Caller ID, Extended Area Service, Repeat Dialing, Call Return, Call Forwarding, Speed Dial, Call Block, Call Selector, Ring Master, Call Trace, Choice Pack	$20.00	
Partial Pay Processing Set-Up	$ 5.00	(N)

3.1.2.3.2 Monthly Charges

Local Line - Line Charge (per line)	$44.99
Custom Calling Package (per line)	$10.00
Caller ID (per line)	$10.00
Choice Pack (per line)	$25.00
Extended Area Calling (per line)	$30.00
Call Waiting (per line)	$ 5.00
Three-Way Calling (per line)	$ 5.00
Speed Dial (per line)	$10.00
Call Return (per line)	$10.00
Call Forward (per line)	$10.00
Toll Restriction (per line)	$ 5.00

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3.0 Service Descriptions (Cont'd)

3.2 Directory Assistance

Customers will have access to Directory Assistance only within the limitations imposed by the presence of the ILEC's toll restriction and billed number screening services as required by state statute.

3.3 Onerator Assistance

Customers will have access to local operator services only within the limitations imposed by the presence of the ILEC's toll restriction and billed number screening services and as required by state statute.

3.4 Director-v Listings

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

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

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

3.4.2.1 Primary Listing: The listing shall include the first initial and last name of the Customer. The listing will not include the Customer's address.

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3.4 Director-v Listings (Cont'd)

3.4.2.2 Nonnublished Listings: A Nonpublished telephone number will be furnished at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and the directory assistance records subject to the provisions set forth in Section 2.1.4.

Charges for Nonpublished Listings are specified in Sections 3.4.2.3 and 3.4.2.4.

3.0 Service Descriptions (Cont'd)

3.4 Directory Listings (Cont'd)

3.4.2 (Cont'd)

3.4.2.3 One-Time Charges: Non-Recurring charges associated with Directory Listings are as follows:

	ILEC	
	BST	GTE
Nonpublished Number (per line - no charge if included in Customer's original Service Order)	$20.00	$20.00

3.4.2.4 Monthly Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

	ILEC		
	BST	GTE	
Nonpublished Number	$10.00	$10.00	(I)

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3.0 Service Descriptions (Cont'd)

3.5 Miscellaneous Fixed One-Time Charges

	ILEC	
	BST	GTE
Change Telephone Number (per line)	$35.00	$35.00
Transfer Account to New Address (per line)	$49.00	$49.00
Reconnection Fee (per line)	$49.00	$49.00
Service Continuation Fee	$10.00	$10.00

3.6 Miscellaneous One-Time Charges

3.6.1 For any incidental charges which appear on the Company's billing from the ILEC (e.g., directory assistance, call tracing, etc.), the charges are passed through to the Customer plus a handling charge in an amount equal to the incidental charges (with a maximum of $5.00 per handling charge).

3.6.2 For any toll or other unauthorized charges appearing on the Company's billing from the ILEC as defined in Section 2.5.6.4.1 (g), the Customer is billed a handling charge of $15.00 per ILEC billing.

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

4.0 Promotional Offerings

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

4.1 First Promotional Offering (N)

For promotional reasons, the Company will lower the one-time set up charge from $79.00 to $28.00 for a period of 120 days.

All new customers will be eligible for the promotional offering

The promotional offering will go into effect on August 2, 2000 with an ending date of November 30, 2000.

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