Exhibit #3
Local Tariff

This Tariff filed with Kentucky Public Service Commission, contains:

Local Exchange Service

Telecommunications Services Furnished by

BetterWorld Telecom, LLC

Between Points Within the State of Kentucky

Issued: October 19th, 2009

Effective date: November 18th, 2009

Joe Londeree, Regulatory & Admin. Department
BetterWorld Telecom, LLC
11951 Freedom Drive, 13th Floor.
Reston, VA 20190

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TARIFF FORMAT

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

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

C. **Paragraph Numbering Sequence** - There are various 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

D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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BetterWorld Telecom, LLC
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CHECK SHEET

Sheets 1 through 31 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

Page	Revision		Page	Revision		Page	Revision
1	Original		31	Original			
2	Original						
3	Original						
4	Original						
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1 GENERAL

1.1 Explanation of Symbols

- (I) indicates an increase in rates,
- (D) indicates a decrease in rates,
- (N) indicates new rates or regulations,
- (M) indicates moved,
- (O) indicates omissions,
- (C) indicates change in text of regulations,
- (T) indicates temporary rates and/or surcharges;

1.2 Application of the Tariff

1.2.1 This tariff governs the Carrier's services that originate and terminate in Kentucky. Specific services and rates are described elsewhere in this tariff.

1.2.2 The Company's services are available only to business or commercial (non residential) customers.

1.2.3 The Company's service territory is consistent with the AT&T (former Bell South) and Cincinnati Bell tariffs for local service.

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BetterWorld Telecom, LLC
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1 GENERAL (cont'd.)

1.3 Definitions

1.3.1 "Carrier," "Company" or "Utility" refers to BetterWorld Telecom, LLC.

1.3.2 "Commission" or "Department" means the Kentucky Public Service Commission.

1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

1.3.4 "Customer" means any, commercial business, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

1.3.5 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.

1.3.6 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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1 GENERAL (cont'd.)

1.4 Technical Terms and Abbreviations

1.4.1 DID Trunk: (Direct Inward Dialing) A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

1.4.2 LATA: (Local Access and Transport Area) The term denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No. 4.

1.4.3 PBX: (Private Branch Exchange) The term is a telephone exchange that serves a particular business or office, as opposed to one that a common carrier or telephone company operates for many businesses or for the general public.

1.4.4 IXC (Interexchange Carrier)- A long distance telecommunications services provider.

1.4.5 LEC: (Local Exchange Company) - refers to the dominant, monopoly local telephone company in the area also served by the Company.

1.4.6 NRC (Non-Recurring Charge) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

1.4.7 Reserved for Future Use

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BetterWorld Telecom, LLC
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2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The company provides local service on a resold basis to business customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

Services are provided on a monthly basis, unless otherwise stated in this tariff and are available Monday through Friday from 7:00AM until 6:00PM EST. Three or more customer service representatives are on-duty during this time. During non-business hours, customers are able to leave voice mail messages. The toll free number is (866) 567-2273, and the customer e-mail address is ***wecare@betterworldtelecom.com***. Toll free fax service is also provided through (866) 888-1035.

The minimum service period is one month (30 days)

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

Joe Londeree, Regulatory & Admin. Department
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2 RULES AND REGULATIONS (cont'd.)

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

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, 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 RULES AND REGULATIONS (cont'd.)

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company–provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

2.3.1 The Company shall not be liable for claim or loss, expense or damage (including indirect, special *or* consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity)or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond *the* Company' s direct control.

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2 RULES AND REGULATIONS (cont'd.)

2.3.2 The company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name *or* service mark, unfair competition, interference with *or* misappropriation or violation of any contract, proprietary or creative right, or another injury to any person, property or entity arising out of the material, data, information, or *other* conduct revealed to, transmitted by, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly *or* indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

2.3.3 The Company shall not be liable for any defacement of or damages to the premises of *a* Customer or Subscriber, resulting from the furnishing of service, which is not *the* result of the Company's negligence.

2.3.4 Except when a court of competent jurisdiction finds that *gross* negligence, willful neglect, or willful misconduct on the company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) *for* any interruption, delay, error, omission, *or* defect in *any* service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber far *the* period of service *or* facility usage during which such interruption, delay, error, omission or defect *occurs.* For the purpose of computing this amount, a month is considered to have thirty (30) *days.*

Joe Londeree, Regulatory & Admin. Department
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2 RULES AND REGULATIONS (cont'd.)

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

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2 RULES AND REGULATIONS (cont'd.)

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.5 Payment for Service

2.5.1 Service will be billed directly by the Company or a network partner on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.

2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used.

2.5.3 Reserved for Future Use.

2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

2.6 Customer Deposits

2.6.1 BetterWorld Telecom, LLC does not collect customer deposits.

Joe Londeree, Regulatory & Admin. Department
BetterWorld Telecom, LLC
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2 RULES AND REGULATIONS (cont'd.)

2.7 Late Payment Charges

2.7.1 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.

2.7.2 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date.

2.7.3 Reserved for future use

2.8 Customer Complaints and Billing Disputes

2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

2.8.2 The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice, however Customer may dispute a bill up to three years from receipt. 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. The address of the Commission is as follows:

Kentucky Public Service Commission,
211 Sower Boulevard, P.O. Box 615
Frankfort, Kentucky 40602-0615
Phone (502) 564-3940, FAX: (502) 564-3460

2.8.3 The Company will not collect attorney fees or court costs from customers.

2.9 Allowance for Interruptions in Service

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2 RULES AND REGULATIONS (cont'd.)

2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.10 Taxes and Fees

2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.

2.10.2 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

The charge for a returned check is $25

2.12 Directory Assistance Call Allowance

Directory Assistance exemptions include the following: (1) ten free calls per month for each business main telephone exchange or business PBX trunk line; (2) no charge for DA calls placed from payphones; (3) no charge for DA calls placed from exchange lines of the State of Kentucky or any of its political subdivisions; (4) main telephone exchange line of a disabled user.

2.13 Reserved for Future Use

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2 RULES AND REGULATIONS (cont'd.)

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

2.14 Termination of Service:

2.14.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.

2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.

2.14.1.5. Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

2.14.2. Denial of Service Requiring Notice

2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

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2 RULES AND REGULATIONS (cont'd.)

2.14.2.1.A Reserved for Future Use

2.14.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Kentucky Public Utilities Commission.

2.14.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

2.14.2.1.D Non-payment of Bill.

2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 10 days, excluding Sundays and holidays in which to make settlement before his service is denied.

2.14.2.1.D.2 Reserved for future use.

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2.14.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

2.14.2.1.D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.14.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

2.14.3. Insufficient Reasons for Denial of Service

2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:

2.14.3.1.A Failure of a prior customer to pay for service at the premises to be serviced;

2.14.3.1.B Failure to pay for a different class of service for a different entity;

2.14.3.1.C Failure to pay the bill of another customer as guarantor of that bill;

2.14.3.1.D Failure to pay directory advertising charges;

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2 RULES AND REGULATIONS (cont'd.)

2.14.3.1.E Reserved for Future Use

2.14.3.1.F Failure to pay an outstanding bill that is over 7 years old, unless the:

2.14.3.1.F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;

2.14.3.1.F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

2.14.3.1.F.3 Outstanding bill is for service obtained by the customer by means of an application made:

(i) In a fictitious name,

(ii) Reserved for future use,

(iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or

(iv) Without disclosure of a material fact or by misrepresentations of a material fact.

2.14.3.2 This regulation applies to all classes of service.

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BetterWorld Telecom, LLC
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2 RULES AND REGULATIONS (cont'd.)

PROVISION OF SERVICE AND FACILITIES

2.15 Unlawful Use of Service

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.16 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.17 Telephone Solicitation by Use of Recorded Messages

Joe Londeree, Regulatory & Admin. Department
BetterWorld Telecom, LLC
11951 Freedom Drive, 13th Floor.
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2 RULES AND REGULATIONS (cont'd.)

2.17.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.18 Incomplete Calls

2.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.19 Overcharge/Undercharge

2.19.1 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2.20 Notice of Discontinuance of Service

2.20.1 A written notice of discontinuance of service, with reasons specified, will be sent fifteen (15) days prior to discontinuance, followed by a second written notice ten (10) days prior to discontinuance of service. Notices will be sent via First Class U.S. Mail.

2.21 Access to Telephone Relay Service. Where required by the Commission, the company will participate in Telephone Relay Services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The company will impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

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3 DESCRIPTION OF SERVICES

3.1 Trial Services

3.1.1 The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

3.2.1 The Carrier may, from time to time offer services at reduced rates and/*or* charges or at no rate or charge for promotional, market research, training or experimental purposes. The promotional offering *may* be limited as to its duration, the dates and times of the offering, the customers eligible to receive the offering and *the* locations within its service *territory* where the offering *is* made. Particulars are to be furnished to the Commission Staff within five working *days* of the effective date.

3.3 Individual Case Basis ("ICB") Offerings

3.3.1 Individual Case Basis. This refers to products and services which, due to their unusual nature or small demand, do not have rates or charges specified in this tariff. ICBs shall be timely filed with the PSC, for informational purposes. Disputes regarding ICB rates or charges may be resolved by the PSC upon application to the PSC by either the subscriber or the telephone company.

3.4 Customized Pricing Arrangements ("CPAs") Offerings

3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Commission.

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4 RATES AND CHARGES

4.1 Calculation of Rates

4.1.1 Timing of calls begins when the call is answered at the called station.

4.2 Local Rates and Charges

4.2.1.1 Local Service

Local Service	Cost per Month
Business Flat Rate Service	
• Rate Group 1 to 3	$32.31
• Rate Group 4 to 6	$30.37
Business Flat Rate Service with Hunting	
• Rate Group 1 to 3	$37.03
• Rate Group 4 to 6	$33.75
Business Flat Rate Service (ACS Premium)	
• Rate Group 1 to 4 and 6	$78.93
• Rate Group 5	$81.31
Business Flat Rate Service with Hunting (ACS Premium)	
• Rate Group 1	$89.73
• Rate Group 2	$89.05
• Rate Group 3	$88.38
• Rate Group 4 and 6	$87.93
• Rate Group 5	$86.44
Business Measured Rate (Area Calling Service)	
• Rate Group 1 to 4 and 6	$29.43
• Rate Group 5	$31.81
Business Measured Rate with Hunting (Area Calling Service)	
• Rate Group 1	$40.23
• Rate Group 2	$39.55
• Rate Group 3	$38.88
• Rate Group 4	$38.43
• Rate Group 5	$36.94
• Rate Group 6	$38.43
Remote call Forwarding per Path	$16.65

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4 RATES AND CHARGES (cont'd.)

4.2.1.2 Local Calls Services

Area Call Service & RCF – Per Minute- Peak	Initial Min	Add'l Min
• 0 Miles	$0.018	$0.0095
• 1-10 Miles within local calling area	$0.036	$0.018
• Over 10 Miles within limited local calling area	$0.054	$0.036
• 1-10 Miles beyond limited local calling area	$0.036	$0.018
• 11-16 Miles beyond limited local calling area	$0.054	$0.036
• 17-40+ Miles beyond limited local calling area	$0.081	$0.063
Area Call Service & RCF – Per Min – Off Peak	Initial Min	Add'l Min
• 0 Miles	$0.0090	$0.0045
• 1-10 Miles within local calling area	$0.0180	$0.0090
• Over 10 Miles within limited local calling area	$0.0270	$0.0180
• 1-10 Miles beyond limited local calling area	$0.0180	$0.0090
• 11-16 Miles beyond limited local calling area	$0.0270	$0.0180
• 17-40+ Miles beyond limited local calling area	$0.0405	$0.0315

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4 RATES AND CHARGES (cont'd.)

4.2.2 Reserved for Future Use

4.2.3 Reserved for Future Use

4.2.4 Reserved for future Use

4.2.5 Listing Service

	Per Month
Additional Listing	$2.70
Non List Service	$2.20
Non Published Service	$4.50

4.2.6 Voicemail Service

	POTS		CTX		ACTIVATION
	Local DID	TF DID	Local DID	TF DID	
Single Box (Local DID)	$12.50	$20.20	$12.50	$20.20	$10.00
Multiple Box (4 sub-boxes)	$17.95	$31.25	$17.95	$31.25	$10.00
Multiple Box (9 sub-boxes)	$59.95	$64.95	$59.95	$64.95	$10.00
Menu Service	$24.95	$34.95	$24.95	$34.95	$10.00
Announcement Only Service	$18.95	$25.85	$18.95	$25.85	$10.00
Network Messaging Service	$24.95	$34.95	$24.95	$34.95	$10.00
Message Notification < 200	$3.95		$3.95		$10.00

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4 RATES AND CHARGES (cont'd.)

4.2.7 Features

FEATURES - PER LINE, PER MONTH	Amount
Anonymous Call Rejection (AYK)	$3.60
Call Forwarding-Variable	$6.30
Call Forwarding-Busy Line	$2.70
Call Forwarding-No Answer	$2.70
Call Forwarding NA with Ring Control	$2.85
Call Forwarding Busy Line- Customer Control	$6.25
Call Forwarding No Answer- Customer Control	$5.40
Call Forwarding Multipath- Variable	$6.30
Call Forwarding No Answer Multipath	$3.15
Call Forwarding Busy Line Multipath	$3.15
Ultra Forward	$6.30
Select/Preferred Call Forward	$5.40
Select Call Block	$5.85
Call Priority/Selector	$5.85
Call Tracing Unlimited	$5.85
Inside Wire Maintenance Plan	$6.50
Call Waiting	$6.30
Call Waiting ID-Deluxe	$3.75
Caller ID- Basic	$9.90
Caller ID- Deluxe	$11.00
Enhanced Caller ID Busy / Idle Name and Number	$15.30
Enhanced Caller ID with Call Management	$15.30
Distinctive Ring One Dependent Number	$7.20
Distinctive Ring Two Dependent Numbers	$9.00
Speed Calling (30-Code)	$4.50
Speed Calling (8-Code)	$4.50
Star 98	$1.80
Three-Way Calling	$5.85
Three-Way Calling with Transfer	$5.85
Unlimited Call Return	$5.85
Unlimited Repeat Dialing	$5.85
Message Waiting Indicator	$0.54
Call Intercept/Privacy Manager	$6.25
Last Number/Saved Number Redial	$0.45
Selective Class Call Screening	$8.36
1+555+1212	$4.95
Block 1010XXXX	$1.35
Remote Call Forward Additional Paths	$16.65
Foreign Listing	$1.80
10 DID Numbers- Each Block	$4.50
20 DID Station Numbers- Each Reserved Block	$4.50
Non Consecutive DID Numbers- Each	$0.25

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4 RATES AND CHARGES (cont'd.)

4.3 Reserved for Future Use

4.4 Service Connection Charges

4.4.1 Service Connection Charges

	First Line	Add'l Lines
New Line Installation	$73.00	$22.00
Move Service – Different Premises	$73.00	$22.00
Telephone Number Change	$48.00	$14.00
Restore Service for Non-Payment – per line	$48.00	$14.00
Change of Service Charge	$12.50	$12.50
Rewire from one type Service to another	$45.00	$14.00
Remote Call Forward	$62.50	$25.50
Voice Message Service POTS	$75.00	$75.00
Hunting Arrangement – per line group	$20.00	$20.00
Repair Request Charges for Technician, Inside Wire Repair	$250.00	
Non Productive Dispatch (No Trouble Found or No Access, etc.)	$175.00	

4.5 Reserved For Future Use

4.6 Directory Assistance Charges

4.6.1 Directory Assistance Charges

Directory Assistance, Local	$1.25 per call
Directory Assistance, National 411	$1.25 per call

4.7 Other Fees

4.7.1 Regulatory Charges

TRS/TAP	$0.04 per line per month
KY Lifeline Support	$0.08 per line per month

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5 Service Areas

5.1 Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: AT&T (former Bell South) and Cincinnati Bell.

6 Customer Invoice and Billing

6.1 Information on Company Invoice
The Company's customer invoices contain the following information

6.1.1 Name, address, and toll free phone number of the company
6.1.2 Name, address, and account number for the customer
6.1.3 Date of invoice and due date for charges
6.1.4 Summary of charges by service type
6.1.5 Detail of charges by service type

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6 Customer Invoice and Billing (cont'd.)

Exhibit F-5 Sample Bill

BETTERWORLD
telecom
Change the world One call at a time

CARI
CAS
166 5
MC 1

Customer Number :	10058707
Invoice Number :	D2271434
Invoice Date :	04/20/09
Page :	1

INVOICE SUMMARY

Domestic	$ 0.21	
Directory Assistance	$ 0.00	
Canada	$ 0.00	
International	$ 0.00	
800/877/888	$ 0.00	
Additional Charges & Account Charge	$ 118.15	
Primary Interexchange Carrier Charge	$ 5.62	
Local Charges	$ 0.00	
Cable/Internet/Wire/Sec Services	$ 64.95	
TOTAL USAGE		$ 188.93
Federal Tax	$ 3.79	
State/Local/Other Tax	$ 6.20	
TOTAL TAXES		$ 9.99
Universal Service Fund	$ 0.55	
TOTAL CURRENT DUE		$ 199.47
Previous Balance	$ 960.52	
Payments/adjustments	$ -199.92	
Finance charge	$ 11.41	
BALANCE FORWARD		$ 772.01
TOTAL AMOUNT DUE		$ 971.48

Let BetterWorld show you how to reduce your organization's overhead and carbon footprint at the same time - we call it BetterWork, call or email us to find out more! Call 866.567.2273 ext 905 for details.

*** Remittance document - Please Detach and Return This Portion with Your Payment ***

CARI
166 5
MC 1

Customer Number :	10058707
Invoice Number :	D2271434
Invoice Date :	04/20/09
TOTAL AMOUNT DUE $	971.48
Please Pay By :	05/10/09

Better World Telecom
PO BOX 60035
Charlotte, NC 28260-0035

CARLYLE OVERLOOK
CASSIDY PINKARD/ATTN:CAPRICE
1660 INTERNATIONAL DR, STE 405
MC LEAN VA 22102

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6 Customer Invoice and Billing (cont'd.)

Customer Number : 10058707
Invoice Number : D2271434
Invoice Date : 04/20/09
Page : 2

Additional Charges

Description		Amount
VOIP LIMITED USER 3 @ $29.50		88.50
DIDS 3 @ $6.50		19.50
REGULATORY COST RECOVERY FEE		6.16
ALEXANDRIA DSL 1.5M/768K DED LOOP Monthly	04/20-05/19	64.95
	Subtotal:	179.11

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6 Customer Invoice and Billing (cont'd.)

Customer Number : 10058707
Invoice Number : D2271434
Invoice Date : 04/20/09
Page : 3

SUMMARY BY ANI

Ani/Auth Code	Description	Calls	Minutes	Amount
7035356		2	3.0	0.14
7035356...	-- --- ----	2	1.5	0.07
		4	4.5	0.21

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6 Customer Invoice and Billing (cont'd.)

Customer Number : 10058707
Invoice Number : D2271434
Invoice Date : 04/20/09
Page : 4

DETAIL FOR 703 53

DATE	TIME	R	DESTINATION	NUMBER	ACCT	MIN	AMOUNT	DATE	TIME	R	DESTINATION	NUMBER	ACCT	MIN	AMOUNT
04/02	1133A	D	IRVING	TX 972-929-6638	C	1.5	0.07	04/07	1029A	D	LAUREL	MD 301-498-6804	B	1.5	0.07

Total	Calls	Minutes	Cost	Payphone Surcharge	Total
703 535 6853	2	3.0	0.14	0.00	0.14

DETAIL FOR 70

DATE	TIME	R	DESTINATION	NUMBER	ACCT	MIN	AMOUNT	DATE	TIME	R	DESTINATION	NUMBER	ACCT	MIN	AMOUNT
04/02	1100A	D	IRVING	TX 972-929-6638	C	0.5	0.02	04/02	1102A	D	IRVING	TX 972-929-6638	B	1.0	0.05

Total	Calls	Minutes	Cost	Payphone Surcharge	Total
703 535 6854	2	1.5	0.07	0.00	0.07

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