

**Cause Based Commerce Incorporated  
dba Sienna Communications Group Incorporated  
dba The Sienna Group**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO THE RESALE OF INTEREXCHANGE  
TELECOMMUNICATIONS SERVICES WITHIN  
KENTUCKY**

This tariff applies to the interexchange telecommunications services furnished by Cause Based Commerce Incorporated ("Company") between one or more points within Kentucky. This tariff is on file with the Public Service Commission of Kentucky and is in concurrence with the rules and regulations of 52 PA Code, Chapters 63 and 64. Copies of the tariff may be inspected during normal business hours at Company's principal place of business, 6460 Harrison Avenue, Cincinnati, Ohio 45247.

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EFFECTIVE: September 18, 2006

By: Timothy J. Bichel, President  
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**TABLE OF CONTENTS**

<u>Description</u>	<u>Page</u>
Table of Contents.....	1
Check Sheet.....	2
Explanation of Symbols .....	3
Tariff Format Sheet.....	4
SECTION 1 - Definitions .....	5
SECTION 2 – Regulations .....	10
SECTION 3 – Service Description/Provisioning.....	42

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CHECK SHEET

The sheets listed below, which are 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 of the bottom of this page.

SHEET	REVISION	SHEET	REVISION
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
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23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		

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**EXPLANATION SYMBOLS REFER MARKS, AND ABBREVIATIONS OF  
TECHNICAL TERMS USED IN THIS TARIFF**

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

- (C) To signify a change in regulation.
- (D) To signify a discontinued rate or regulation.
- (E) To signify the correction of an error made in prior revision.
- (I) To signify an increase in rate.
- (M) To signify a moved text.
- (N) To signify a new rate or regulation.
- (R) To signify a reduction in rate.
- (T) To signify change in text, but no change in rate or regulation.

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**TARIFF FORMAT SHEET**

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

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

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

**D. Check Sheets** - When a tariff filing is made with the KPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages 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 page if these are the only changes made to it (i.e., the format, etc. remains 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 sheet is the most current on file with the KPSC.

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**SECTION 1 - Definitions**

Certain terms used generally throughout this tariff are defined below.

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

**Access Minutes** - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

**Account** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**Advanced Payment** - Payment of all or part of a charge required before the start of service.

**Authorized User** - Denotes an individual, partnership, association or corporation (other than the Customer) who is authorized by the Customer to be connected to the service of the Customer and on whose premises a station of the dedicated communications service must be located.

**Billed Party** - The person or entity responsible for payment of the Company's service(s) for long distance and related services.

**Calling Card Calls** - A direct dial call for which charges are billed not to the originating telephone number, but to a calling card that may or may not be associated with the originating telephone number.

**Central Office** - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel** - Denotes a path for electrical transmission between two or more points, the path having a bandwidth designed to carry voice grade transmission.

**Collect Calls** - A call for which charges are billed, not to the originating telephone number, but to the destination or termination telephone number.

**Commission** - The Public Service Commission of Kentucky ("Commission") or ("KPSC").

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

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**SECTION 1 - Definitions, cont'd.**

**Company** – Cause Based Commerce Incorporated dba Sienna Communications Group Incorporated dba The Sienna Group

**Customer** - Any person, firm, partnership, corporation or other legal entity that subscribes to service under the terms and conditions of this tariff and is responsible for the payment of charges.

**Customer Designated Premises (CDP)** – Premises designated by the Customer for the provision of access service.

**Customer – Provided Facilities** – Denotes all communications facilities provided by the Customer and/or authorized end user other than those provided by the Company.

**Direct Dial Call** – Denotes a domestic interstate or intrastate telephone number from which the call originated without the automatic or live assistance of an operator, which includes calls forwarded by call forwarding equipment.

**Equal Access Code** – An access code that allows the public to obtain equal access connection to the carrier associated with that code.

**Exchange** – Denotes a unit established by the local exchange carrier for the administration of communications service in a specified area, which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area.

**Facility** - Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

**Holidays** - New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day.

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**SECTION 1 - Definitions, cont'd.**

**Interface** – The point at which facilities or services of one type are connected with facilities or services of another type.

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

**Interstate** - The term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

**Intrastate Communications** - Any communications, which originates and terminates within the same state.

**Joint User** – A person, firm or corporation who is designated by the Customer as a user of a dedicated communications service of the Customer and to whom a portion of the charge for the service will be billed under a joint use arrangement.

**Local Access and Transport Area (LATA)** - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**Local Calling Area** - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

**Local Exchange Carrier** – Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telecommunication services.

**Mbps** – Megabits, or million of bits per second.

**Message** - A Message is a Call as defined above.

**N/A** - Not Applicable.

**Nonrecurring Charges:** The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

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**SECTION 1 - Definitions, cont'd.**

**Originating Direction** - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

**Point of Termination** - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

**Public Utility Commission or Commission:** The Public Service Commission of Kentucky ("KPSC" or "Commission")

**Recurring Charge** - The monthly charge to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Presubscription** - Is an arrangement whereby an end user may select and designate to the telephone company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

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

**Service Order** - A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer may initiate a Service Order by telephone, e-mail, or other electronic means, or in writing, however, the Company reserves the right to require that the Customer prior to initiating service execute the Service Orders.

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**SECTION 1 - Definitions, cont'd.**

**Special Access Service** – General dedicated (private line) facilities between two or more customer designated premises.

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

**Trunk Group** - A set of trunks, which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

**User** - A customer or any other person authorized by the Customer to use service provided under this tariff.

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**SECTION 2 - Regulations**

**2.1 Service Description**

Intrastate telecommunications service is offered to customers of the Company to provide direct dialed calls place in Kentucky. The Company provides switched long distance services for voice grade and dial-up data transmission services offered on a usage sensitive basis an/or distance sensitive basis. All service is provided subject to the terms and conditions of this tariff.

**2.2 Undertaking of the Company**

**2.2.1 Scope**

The Company shall provide interstate telecommunications services as an integral party of the Company's intrastate offerings. Services are available twenty-four hours per day, seven days per week.

Facilities furnished by the Company on the premises of a customer, authorized user or joint user are the property of the Company.

**2.2.2 Shortage of Equipment or Facilities**

1. The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the company when necessary because of lack of facilities or due to some other cause beyond the Company's control. The Company will not provide additional service or connect new service to any Customer that would contribute to a shortage condition until the problem has been identified and rectified. The Company will incur no liability for call interruptions resulting from the Company's efforts to avoid degradation.
2. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the facilities the Company may obtain from other carriers from time to time, to furnish service as required at the sole discretion of the Company.

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**SECTION 2 - Regulations, cont'd.**

**2.2 Undertaking of the Company, cont'd.**

**2.2.3 Terms and Conditions**

1. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. 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. Customers may be required to enter into written Service Orders, which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers may also be required to execute any other documents as may be reasonably requested by the Company.
3. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
4. This tariff shall be interpreted and governed by the laws of the Kentucky without regard for its choice of laws provision.
5. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

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**SECTION 2 - Regulations, cont'd.**

**2.2 Undertaking of the Company, cont'd.**

**2.2.3 Terms and Conditions, cont'd.**

7. The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to Company-provided equipment pursuant to section 2.1.3.6 below.
8. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only accepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
9. The Company reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.
  - A. Rates, charges, terms and conditions for the contract service arrangements may be developed on an individual contract basis.
  - B. Unless otherwise specified, the rates, charges, terms and conditions are in addition to those specified in other sections of this tariff.
10. Service may be terminated upon written notice to the Customer if:
  - A. the Customer is using the service in violation of this tariff; or
  - B. the Customer is using the service in violation of the law.

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**SECTION 2 - Regulations, cont'd.**

**2.2 Undertaking of the Company, cont'd.**

**2.2.4 Liability of the Company**

1. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities under this tariff.
2. The Company shall not be liable to a Customer or third party for any direct, indirect special, incidental, reliance, consequential, exemplary or punitive damages, including but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
3. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
4. Indemnification - The Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of the company's equipment, facilities and associated wiring on the Customer's premises and further, the Customer indemnifies and saves harmless the company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the company, and apparatus, equipment, and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company.

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**SECTION 2 - Regulations, cont'd.**

**2.2 Undertaking of the Company, cont'd.**

**2.2.4 Liability of the Company, cont'd.**

4. Indemnification, cont'd - The services furnished by the Company, in addition to the limitations set forth above, also are subject to the following limitation. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the company, either:
  - A. caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the company shall not exceed an amount equal to a proportional amount of the company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or
  - B. not prevented by Customer provided equipment.
5. Defacement of Premises - No liability shall attach to the company by reason of any defacement or damage to the Customer's premises resulting from the existence of the company's equipment, facilities and associated wiring on such premises, or by the installation or removal thereof when such defacement or damage is not the result of the negligence of the company or its employees.

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**SECTION 2 - Regulations, cont'd.**

**2.2 Undertaking of the Company, cont'd.**

**2.2.4 Liability of the Company, cont'd.**

7. 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, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, or work stoppages.
8. Any non-completion of calls due to network busy conditions.
9. Any calls not actually attempted to be completed during any period that service is unavailable.
10. 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.
11. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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**SECTION 2 - Regulations, cont'd.**

**2.2 Undertaking of the Company, cont'd.**

**2.2.4 Liability of the Company, cont'd.**

12. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
13. The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an 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.
14. The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
15. Failure by the Company to assert its right pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
16. Approval of the above tariff language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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**SECTION 2 - Regulations, cont'd.**

**2.2 Undertaking of the Company, cont'd.**

**2.2.5 Notification of Service-Affecting Activities**

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

**2.2.6 Access to Interstate Telecommunications Service**

1. Interstate telecommunications service is available to any Customer subscribing to any of the Company's intrastate service offerings in any area in which the Company's intrastate services are offered. Where a customer subscribes to a direct connection, the Customer may use the Company's interstate telecommunications service by dialing 1+ area code and number.
2. A customer may access the Company's network by preceding each called number with the Company's carrier code. All casual calls will be billed vial local exchange carrier monthly invoices.

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**SECTION 2 - Regulations, cont'd.**

**2.3 Prohibited Uses**

1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
2. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the KPSC's regulations, policies, orders and decisions.
3. The Company may block any signals being transmitted over its Network by Customers, which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
4. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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**SECTION 2 - Regulations, cont'd.**

**2.4 Obligations of the Customer**

**2.4.1 General**

The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this tariff;
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. 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.
3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide private line service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.4.1.3. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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**SECTION 2 - Regulations, cont'd.**

**2.4 Obligations of the Customer, cont'd.**

**2.4.1 General, cont'd.**

The Customer shall be responsible for (cont'd.):

5. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
6. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under Section 2.4.1.4 above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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**SECTION 2 - Regulations, cont'd.**

**2.4 Obligations of the Customer, cont'd.**

**2.4.1 General, cont'd.**

The Customer shall be responsible for (cont'd):

7. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
8. 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.
9. allowing the Company, or its agent, access to the property, with no notice, to remove Company facilities and/or equipment after the Customer has discontinued service.
10. providing the Company with written notification of any change in name, ownership or control.

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**SECTION 2 - Regulations, cont'd.**

**2.4 Obligations of the Customer, cont'd.**

**2.4.2 Liability of the Customer**

1. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
2. To the extent caused by any negligent or intentional act of the Customer as described in 2.4.2.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:
  - A. any loss, destruction or damage to property of any third party, and;
  - B. any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
3. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 2 - Regulations, cont'd.**

**2.5 Customer Equipment and Channels**

**2.5.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.5.2 Station Equipment**

1. The Customer is responsible for providing and maintaining any terminal equipment on the Customer's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations.
2. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.7, Allowance for Interruptions of Service, following, is not applicable.

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**SECTION 2 - Regulations, cont'd.**

**2.6 Billing, Credit and Payment Arrangements**

**2.6.1 Establishment and Reestablishment of Service**

1. The Company may require Customers to establish financial responsibility as a condition precedent to establishing service as set forth in 807 KAR 5:006 of the Kentucky Administrative Code. Both may rely on pertinent information obtained from credit reporting bureaus in determining whether creditworthiness grounds needs be established.
2. A Customer whose service has been discontinued for non-payment will be required to pay such debt or make other arrangements satisfactory to the Company.
3. If service is established and it is subsequently determined that the Customer or applicant is indebted to the Company for the same service previously furnished, the Company may suspend or terminate the service until satisfactory arrangements have been made for the payment of the prior indebtedness.

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**SECTION 2 - Regulations, cont'd.**

**2.6 Billing, Credit and Payment Arrangements, cont'd.**

**2.6.2 Payment for Service**

1. The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.
2. The Company must receive objections or the charges shall be deemed correct and binding upon 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.

**2.6.3 Fees, Surcharges and Taxes**

1. Certain telecommunications services, as defined in the Kentucky Code, are subject to state sales tax at the prevailing tax rates, if the services originate or terminate in Kentucky, or both, and are charged to a subscriber's telephone number or account in Kentucky.
2. Any applicable federal, state and local use, excise, sales or privilege taxes, surcharges, or similar liabilities chargeable to or against the Company as a result of the provision of the Company's services hereunder to Customer, shall be charged to and payable by Customer in addition to the rates indicated in the tariff for interstate telecommunications service. Any such line item charges will be reflected in the Company's Tariff. The Company shall not assess separately any fees or surcharges, other than government-approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission. The Company shall comply with the Commission procedures by sending notice to all customers informing them of the new line item charges.

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements**

**2.6.4 Billing and Collection of Charges**

1. The Company complies with the requirements of 807 KAR 5:006 regarding standards and practices for residential customers. In instances where sections of this tariff may conflict with 807 KAR 5:006 regulations, the regulations in 807 KAR 5:006 will prevail.
2. Customer shall pay for all charges invoiced for use of the Company's services. Bills will be rendered monthly to the Customer. Each customer may have one or more billing dates (cycles) when customer bills are mailed, based on billing system requirements. The Company will endeavor to mail its bills on or before the same date each month to each customer. Should the billing cycle be changed for a particular customer, the Company will advise the customer in writing no less than 60 days before the cycle is changed. An alternate billing schedule will not be initiated more than twice in any consecutive twelve-month period.
3. Once service is activated, Customer is liable for the payment of all usage charges for services to be provided by the Company to Customer.
4. All service, installation, monthly Recurring Charges and Non Recurring Charges are due and payable upon receipt.
5. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.
6. Charges associated with usage shall be billed in arrears.
7. For new Customers or existing Customers whose service is disconnected, 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.

**2.6.5 Late Payment Charge**

Amounts not paid within 21 days after the date of the postmark are considered past due. If the Company does not receive the entire amount billed by the due date, the customer will be assessed a late payment charge of 1.50% of the unpaid balance.

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**SECTION 2 - Regulations, cont'd.**

**2.6 Billing, Credit and Payment Arrangements, cont'd.**

**2.6.6 Returned Check Charge**

When a Customer makes a payment to the Company in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to the Company unpaid, a \$35.00 returned item fee may be applied to the Customer's account.

**2.6.7 Disputed Bills**

The Customer shall notify the Company of any disputed charges on a bill as soon as possible. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges.

1. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
2. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.
3. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may either contact the Public Service Commission of Kentucky (KPSC) at (502) 564-3940 or toll free at 1-800-772-4636, or visit the KPSC website at <http://psc.ky.gov>. The Customer may also file a complaint with the Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows: P.O. Box 615, 211 Sower Boulevard, Frankfort, Kentucky 40602-0615.

**2.6.8 Advance Payments**

The Company may require a Customer to make an advance payment as a condition of continue or new service where special construction is involved. The Company reserves the right to require from an applicant for service advance payments of recurring and non-recurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. The advance payment will not exceed an amount equal to the sum of the applicable non-recurring charges plus charges for one month of service. In additional, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction. An advance payment may be required in addition to a deposit.

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**SECTION 2 - Regulations, cont'd.**

**2.6 Billing, Credit and Payment Arrangements, cont'd.**

**2.6.9 Deposits**

1. The Company may at the time of application for service or at any time thereafter on five (5) days written notice may require a security deposit. The deposit requested will be held as a guarantee for the payment of charges. The Company agrees to abide by the regulations associated with Customer deposits as set forth in 807 KAR 5:006 Section 7 of the Kentucky Code. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

Two (2) month's projected billing for a service or facility. The estimated average billing will not include long distance charge from other non-affiliated service providers. The deposit related to basic local telecommunications service and long distance service shall be separately identified.

Where an applicant for 1+ toll service who has previously been universally blocked for nonpayment of toll charges seeks to select, through a Picing mechanism, the Company as a subsequent toll provider a deposit may be required. Such deposit will be in accordance with 807 KAR 5:006 Section 7.

2. A applicant shall be required to pay a deposit if:
  - A. The Company establishes that the subscriber has unsatisfactory credit rating, or has an insufficient prior credit history upon which a credit rating could be based; or
  - B. The Customer has outstanding, with any utility, an undisputed and unpaid service account within the last five (5) years; or
  - C. The Customer has, in an unauthorized or illegal manner, interfered with or used the service of a telephone company within the past five (5) years; or
  - D. The Customer during the last twelve (12) consecutive months was delinquent in the payment of a telecommunications service provider account on more than two (2) occasions, presented a dishonored check for payment of a telecommunications service account or had service disconnected due to nonpayment of a telecommunications service.

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**SECTION 2 - Regulations, cont'd.**

**2.6 Billing, Credit and Payment Arrangements, cont'd.**

**2.6.9 Deposits, cont'd.**

3. The Company shall pay interest on cash deposits at no less than six (6) percent per annum in accordance with KRS Chapter 278.460.
4. If a refund or credit of the deposit is made within one hundred eighty (180) days of receipt of the deposit, no interest payment shall be made.
5. The amount of the deposit shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the Customer within thirty-days (30) after settlement of the consumer's account, either in person or by mailing it to the last known address.
6. If service is not connected, or after disconnection of service, the Company shall promptly and automatically refund or credit the Customer's deposit in excess of the unpaid bills for service furnished. A transfer of service from one (1) premise to another within the area of the Company shall not be deemed a disconnection within the meaning of this rule, and no additional deposit may be required unless otherwise permitted by these rules.
7. The Company may withhold refund or return of the deposit, pending the resolution of a dispute with respect to charges secured by the deposit.
8. The deposit made by the End-User with the Company at the time of application for telephone service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for the payment of monthly bills or other proper charges.
9. The Company shall maintain a record of all deposits received from subscribers, showing the name of each subscriber, the address of the premises for which the deposit is maintained, the date and amount of deposit, and the date and amount of interest paid.

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**SECTION 2 - Regulations, cont'd.**

**2.6 Billing, Credit and Payment Arrangements, cont'd.**

**2.6.9 Deposits, cont'd.**

10. Whenever a security deposit is accepted, the Company will issue to the subscriber a non-assignable receipt containing the following minimum information:
  - A. Name and current billing address of Customer;
  - B. Amount and date of deposit and a statement that the rate of interest to be paid on the deposit will not be less than 3% per annum if the deposit is held for 180 days or longer; and
  - C. Each transaction concerning the deposit.
11. Whenever a security deposit is refunded, the Company will keep deposit records for one year after the deposit is refunded.

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**SECTION 2 - Regulations, cont'd.**

**2.6 Billing, Credit and Payment Arrangements, cont'd.**

**2.6.10 Blocking of 1+ Toll Service**

Toll service may be disconnected for customer nonpayment of toll charges.

- 1 The Company may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked customer is not denied the right to select, through a presubscribed interexchange carrier change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service.
2. The Company reserves the right to validate the credit worthiness of subscribers or users. The Company, in its sole discretion, reserves the right to reject any customer or Applicant's request for service if it believes such Customer or Applicant presents an unacceptable credit risk.

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**SECTION 2 - Regulations, cont'd.**

**2.6 Billing, Credit and Payment Arrangements, cont'd.**

**2.6.10 Blocking of 1+ Toll Service, cont'd.**

3. When a prospective customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select the Company as his/her 1+ carrier of choice, the Company may, subject to its tariffed toll deposit policies, require a deposit for toll service. The deposit shall be in accordance with Section 2.6.9.
4. The Company may furnish credit information acquired from the Company's own experiences with the customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. The Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports.
5. Upon payment by the customer of all past due toll debt to the Company, the Company will notify the customer's local carrier that the block can be lifted and all 1+ dialing capabilities including 10XXX will be restored.
6. The Company expressly retains the right to immediately block toll access service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service without incurring any liability for any of the following reasons:
  - A. Customer's acts or omissions which constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual or threatened interference to the Company's operations or its furnishing of services. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to service disconnection; or
  - B. The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

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**SECTION 2 - Regulations, cont'd.**

**2.6 Billing, Credit and Payment Arrangements, cont'd.**

**2.6.10 Blocking of 1+ Toll Service, cont'd**

- C. Where Customer has failed or neglected to tender any additional or required security deposit within ten (10) days of demand by the Company.
  - D. Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with the tariff regulations and the proper installation and operation of the Customer and the Company's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
  - E. The Company may discontinue service without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take action to prevent unlawful use of its services. The Company may restore service as soon as it can be provided without undo risk.
7. In the event the Customer's service is blocked by the Company for any reasons stated above, the Customer shall be liable for all unpaid charges due and owing the Company associated with the service. Customer deposit and accrued interest shall be applied to all cancellation charges applicable to the service offering received by the Customer.
8. The Customer's service shall automatically discontinue upon discontinuation of the Customer's subscription to the Company's intrastate domestic service.

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**SECTION 2 - Regulations, cont'd.**

**2.6 Billing, Credit and Payment Arrangements, cont'd.**

**2.6.11 Discontinuance of Service**

The Company will comply with the Commission's Minimum Telephone Service Standards regarding denial or discontinuation of service as set forth in R14-2-509 of the Kentucky Code.

1. The Company will notify, or attempt to notify through any reasonable means, a Customer before service is refused or disconnected when any of the following conditions exist:
  - A. A violation of or noncompliance with the Company's rules or tariffs on file with the Commission;
  - B. A failure to comply with the municipal ordinances or other laws pertaining to telecommunications services; or
  - C. A refusal by the Customer to permit the Company access to its facilities.
2. The Company will notify or attempt to notify through any reasonable means, the Customer before service is disconnected when the Customer has committed a fraudulent practice as set forth and defined in its tariffs on file with the Commission
3. The Company will not disconnect the local or toll service of a Customer who pays the Company the total amount due (or an amount agreed upon between the Company and the Customer) on his/her account by the close of business on the disconnection date listed on the disconnection notice.
4. No notice is required prior to disconnection when:
  - A. An emergency may threaten the health or safety of a person, or the local service provider's distribution system. If service is disconnected, the Company shall act promptly to restore service as soon as possible;
  - B. A Customer's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
  - C. A subscriber tampers with facilities or equipment owned by the telecommunications provider.
5. The deposit shall cease to draw interest on the date it is returned or credited to the End-User's account.

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**SECTION 2 - Regulations, cont'd.**

**2.6 Billing, Credit and Payment Arrangements, cont'd.**

**2.6.11 Discontinuance of Service, cont'd.**

6. Payment schedule and disconnection procedures for nonpayment:
- A. A Customer's bill shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If the bill is not paid by the due date, it then becomes past due.
  - B. The Company shall not disconnect the service:
    - Sooner than twenty-one (21) days after the due date of the bill; and
    - Without sending a written notice of disconnection, postmarked at least ten (10) days prior to the date of disconnection of service.
  - C. The Company may disconnect service during its normal business hours; however, no disconnection for past due bills may be made after 12:00 P.M. on the day preceding a day that all services necessary for reconnection are not available.
7. Reconnection of local and toll service.
- A. Unless prevented by circumstances beyond the Company's control or unless a Customer requests otherwise, the Company will reconnect previously disconnected service by 5:00 P.M. on the next business day following either:
    - Receipt by the Company or its authorized agent of the full amount in arrears for which service was disconnected, or upon verification by the Company that conditions which warranted disconnection of service have been eliminated; or conditions which warranted disconnection of service have been eliminated; or
    - Agreement by the Company and the Customer on a deferred payment plan and a payment, if required, under the plan.
  - B. If service is disconnected for nonpayment, the customer will be charged a Reconnection Charge as well as any payment due and any applicable deposits upon reconnection.

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**SECTION 2 - Regulations, cont'd.**

**2.7 Cancellation of Service**

The Company will comply with the Commission's Standards regarding the cancellation of service as set forth in 807 KAR 5:006, Section 12 of the Kentucky Code.

**2.7.1 Cancellation of Application for Service**

1. When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
  - A. Where the Company has notified a Customer or prospective Customer of the possibility that special expenses may be incurred in connection with provisioning the Customer's service, and then the Company does incur such expenses.
2. The special charges described above will be calculated and applied on a case-by-case basis.

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**SECTION 2 - 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 or terminates service before the completion of the term for any reason whatsoever, the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable as specified in this Tariff:

1. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
3. all Recurring Charges specified in the applicable Tariff for the balance of the then current term, pro-rated for the fraction of the billing cycle in which service was furnished, and
4. any other charges specified in this Tariff or in the service order for such early cancellation or termination.

**2.7.3 Changes in Service**

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

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**SECTION 2 - Regulations, cont'd.**

**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 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 substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2 - Regulations, cont'd.**

**2.9 Notices and Communications**

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

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

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

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

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**SECTION 3 – Service Description/Provisioning**

**3.1 Description of Message Toll Services**

**3.1.1 Generally**

The Company offers residential and business Customers Message Toll Service (MTS) for intraLATA and interLATA interexchange long-distance communications utilizing switched or dedicated access arrangements between the Customer's premises and the Company's facilities for call origination. Call termination is completed through a combination of the Company's facilities and LEC switched access arrangements.

**3.1.2. Timing of Calls**

MTS usage charges are based on the actual usage of the Company Network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is six (6) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

**3.1.3 Switched Access Service**

Is a switched access service offering users both outbound 1+ and inbound toll free long distance telecommunications services. The service offers direct dial capabilities of other underlying carrier(s') network services.

**3.1.4 Dedicated Access Service**

Is a dedicated access service offering users both outbound dial access and inbound toll free long distance telecommunications services over dedicated local access connections to the underlying carrier's point of presence. This service is designed for Customers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities.

**3.1.5 1+ Service**

Is a switched or dedicated access service offering users outbound 1+ long distance telecommunications services.

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**SECTION 3 – Service Description/Provisioning, cont’d.**

**3.1 Description of Message Toll Services, cont’d.**

**3.1.6 Directory Assistance**

Calls placed to Directory Assistance for information or listings of dialable telephone numbers will be provided at the rates listed in the tariff.

**3.1.7 Prepaid Calling Card Services**

Is a discretionary switched access service available to subscribers via a toll free number from any telephone in the United States. The user’s account is credited for the amount of calling purchased and is debited as the subscriber places calls, until the account balance is depleted. Subscribers are informed of the amount of calling time remaining on the card at the time they access the Company’s equipment and enter a card identification number and are reminded to replenish the account prior to its depletion at one (1) minute prior to the account’s depletion. Subscribers may immediately replenish the account at any time by contacting the Company’s customer service department and charging the desired amount to a valid credit card or by mailing a check to the Company. If the account is not replenished, access to the Company’s underlying carrier network is blocked. Prepaid Calling Card calls are billed initially in one (1) minute increments with one (1) minute billing increments thereafter. Prepaid Calling Card per minute rates do not include state and local taxes and surcharges

**3.1.8 Travel Card Service**

Is a calling card service enabling switched access service Customers to place calls from any touchtone phone in the United States. Travel Card calls are billed at the Company’s rate and appear on the Customer’s monthly long distance bill.

**3.1.9 FlexDial Service**

Permits Customers significant cost savings on intrastate and international calling via a toll-free 800 access number.

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**SECTION 3 – Service Description/Provisioning, cont’d.**

**3.1 Description of Message Toll Services, cont’d.**

**3.1.10 8XX Service**

8XX service is a one-way inbound service originating on feature group facilities provided by the Company and terminating on a regular telephone line(s) and is available to both business and residential Customers. This service enables the Customer to receive calls, which are toll free to the originating party. The Customer is responsible for payment of all charges associated with calls so terminated.

**3.1.11 Unlimited Calling Plan**

Allows the Customer unlimited long distance calling in the contiguous lower 48 states for a per month flat rate.

**3.1.12 “Y” Plan**

Allows the Customer unlimited long distance calling seven days a week after 9:00 p.m.

**3.1.13 Promotional Services**

The Company may, from time to time, engage in special promotions of new or existing tariffed offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. These promotional offerings are subject to the availability of services and facilities and may be limited to a specific geographic area or to a subset of a specific market group, and subject to prior KPSC approval. These offerings may be based on volume of usage and/or contract term.

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