E-Z Fon Services, Inc.

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# **COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF**

#### RESALE COMMON CARRIER SERVICE RATE SHEET

FOR

**E-Z Fon Services, Inc.** 

This document contains the service descriptions and rates applicable to the furnishing of Intrastate Resale Common Carrier Communications Services offered by E-Z Fon Services, Inc. between points within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

# OCT 23 2000

PURSUANT TO 207 KAR 5:011, SECTION 9 (1) BY: <u>Stephane</u> Buch SECRETARY OF THE COMMISSION

Issued: September 22, 2000

Effective: October 23, 2000

Pravin Kurishingal, Vice President 2474 Manana Drive, Suite 101 Dallas, Texas 75220

# CHECK SHEET

The pages listed below of this rate sheet are effective as of the date shown. Revised pages contain all changes from the original rate sheet that are in effect as of the date indicated.

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# OCT 23 2000

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# OCT 23 2000

PURSUANT TO 807 KAR 5.011, SECTION 9 (1) BY: <u>Stephan</u> Buy SECRETARY OF THE COMMISSION

Effective: October 23, 2000

Issued: September 22, 2000

# **EXPLANATION OF SYMBOLS**

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

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

#### PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

# OCT 23 2000

PURSUANT TO 807 KAR 5011, SECTION 9 (1) BY: Stephan( 11 SECRETARY OF THE COMMISSION

Issued: September 22, 2000

By:

Effective: October 23, 2000

### **APPLICATION OF RATE SHEET**

This rate sheet contains the regulations and rates applicable to the furnishing of intrastate resale local exchange communications services by E-Z Fon Services, Inc. within service territory of BellSouthTelephone in the State of Kentucky.

# SERVICE AREA MAP

E-Z Fon Services, Inc. will provide service throughout the State of Kentucky.

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OCT 23 2000

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

Effective: October 23, 2000

Issued: September 22, 2000

### **RATE SHEET 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 pages 14 and 15 would be 14.1.

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

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

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 rate sheet filing is made with the Commission, an updated Check Sheet accompanies the rate sheet filing. The Check Sheet lists the pages contained in the rate sheet, 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. remain the same, just revised revision levels on some pages.) The rate sheet 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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# OCT 23 2000

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: <u>Stephan()</u> <u>BUS</u> SECHETARY OF THE COMMISSION

Effective: October 23, 2000

Issued: September 22, 2000

# SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

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.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

**Available Usage Balance -** The amount of usage remaining on a Prepaid Account at any particular point in time. Each Prepaid Account has an Initial Account Balance which is stated in U.S. dollars. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

Commission - Refers to the Kentucky Public Service Commission.

**Company or Carrier** - Whenever used in this tariff, "Carrier" or "Company" refers to E-Z Fon Services, Inc. unless otherwise specified or clearly indicated by the context.

**Company's Point of Presence** - Location of the serving central office associated with access to the Company's network.

**Customer** - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Depletion - Real time reductions in the Available Balance, based on usage of the Customer Prepaid Account.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company. under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

E-Z Fon - Refers to E-Z Fon Services, Inc., issuer of this Tariff.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

OCT 23 2000

PURSUANT TO 807 KAR 5.011, SECTION 9 (1) BY: Stephan() BCCC SECRETARY OF THE COMMISSION

Effective: October 23, 2000

Issued: September 22, 2000

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# SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONTD.)

**Initial Usage Balance -** The amount of usage on a Prepaid Account upon issuance and before any depleting call activity.

LATA - Local Area of Transport and Access.

**LEC** - Local Exchange Company.

**Personal Account Code** - A numeric or alpha-numeric sequence which uniquely identifies a travel card or debit card account.

**Prepaid Account** - An account which consists of a prepaid usage balance to cover unlimited local exchange calling for a given period of time.

**Renewal** - A method of replenishing a Prepaid Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

**Subscriber** - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

**V&H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage maybe used for the purpose of rating calls.

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# OCT 23 2000

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: <u>Stephan()</u> <u>BUS</u> SECRETARY OF THE COMMISSION

Issued: September 22, 2000

Effective: October 23, 2000

# **SECTION 2.0 - TERMS AND CONDITIONS**

#### 2.1 Undertaking of the Company

E-Z Fon's services and facilities are furnished for communications originating and terminating within the State of Kentucky under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

E-Z Fon arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers and Subscribers in accordance with the terms and conditions set forth under this tariff. E-Z Fon may act as the Customer's or Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the E-Z Fon network. The Customer or Subscriber shall be responsible for all charges due for such service arrangements.

#### 2.2 Use

Services provided under this rate sheet may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

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OCT 23 2000

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

Effective: October 23, 2000

Issued: September 22, 2000

#### 2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this rate sheet. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this rate sheet.
- **2.3.2** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this rate sheet, or in violation of the law.
- **2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- **2.3.4** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by E-Z Fon in its reasonable judgment.
- 2.3.5 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities of NIX exchanges, or by blocking calls using certain Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated.

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# OCT 23 2000

PURSUANT TO 807 KAR 5011, SECTION 9 (1) BY: Steption O Buy SECRETARY OF THE COMMISSION

Effective: October 23, 2000

Issued: September 22, 2000

#### 2.4 Assignment or Transfer

All service provided under this rate sheet is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this rate sheet shall apply to all such permitted transferees or assignees, as well as all conditions of service.

#### 2.5 Liability

- 2.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this rate sheet (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foresee ability thereof.
- 2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

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# OCT 23 2000

PURSUANT TO 807 KAR 5011. SECTION 9 (1) BY: Stephanh) BUI SECRETARY OF THE COMMISSION

Effective: October 23, 2000

Issued: September 22, 2000

#### 2.5 Liability, (Contd.)

- 2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 2.5.5 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer 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 any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this rate sheet; or for any act or omission of the Customer; 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 directly caused by negligence of the Company.
- 2.5.6 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.
- **2.5.7** The Company shall not be liable for any claim, loss or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with the Company's services.
- **2.5.8** The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Prepaid Account provided to a Customer before or after the expiration date assigned to each Prepaid Account.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

OCT 23 2000

PURSUANT TO 807 KAR 5011, SECTION 9 (1) BY: Skohan BUS SECRETARY OF THE COMMISSION

Effective: October 23, 2000

Issued: September 22, 2000

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#### 2.6 Payment and Credit Regulations

#### 2.6.1 Payment for Service

Charges for installations, service connections, moves, rearrangements and prepaid services are payable upon demand to the Company or its authorized agent. The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- C. any calls placed by or through the Customer's equipment via any remote access feature(s);
- D. any calls placed as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of authorization Codes or PIN numbers after the Customer notifies the company of the loss, theft, or other breach of security.
- 2.6.2 Payments for service provided in association with Company-issued Prepaid Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Prepaid Account. The billing agent may be the Company, another local exchange telephone company, credit card company or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

# OCT 23 2000

PURSUANT TO 807 KAR 5011, SECTION 9 (1) BY: Stephan() But Effective: Obt 56912552000

Issued: September 22, 2000

#### 2.6 Payment and Credit Regulations, (Contd.)

#### 2.6.2 Late Payment Fees

A one-time late payment charge of 1.5% applies to each overdue balance. Late payment charges may only be applied once to a past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Kentucky state law.

#### 2.6.3 Return Check Charge

The Company reserves the right to assess a return check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. In addition, the Company reserves the right to place the Available Usage Balance for the Customer's Prepaid Account on hold until the check or draft clears or is paid. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Kentucky state law.

#### 2.6.4 Deposits

The Company does not require a deposit from the Customer. The prepayment of services which are immediately available to the Customer does not constitute a deposit.

#### 2.6.5 Advance Payments

The Company offers prepaid local exchange service. All service is paid for in advance.

#### 2.6.6 Bill Format

The Company offers service on a prepaid basis. The company does issue monthly statements to each Customer consisting of a billing summary of current charges, previous balance due and payments received. The bill includes the Company's name, address and toll free telephone number.

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# OCT 23 2000

PURSUANT TO 207 KAR 5:011. SECTION 9 (1) BY: Stephano BUU SECRETARY OF THE COMMISSION

Effective: October 23, 2000

#### 2.7 Taxes and Surcharges

2.7.1 The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

For prepaid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

2.7.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund and compensation to payphone service providers for the use of their payphones to access the Company's service.

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Effective: October 23, 2000

### 2.8 Minimum Service Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not.

#### 2.9 Cancellation by the Customer

The Customer may have service discontinued upon verbal or written notice to the Company. The company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. For prepaid service, Customers may discontinue service by not renewing the Available Usage Balance on the Prepaid Account.

#### 2.10 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all pas due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. A Restoral of Service charge may apply.

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OCT 23 2000

PURSUANT TO 807 KAR 5.011, SECTION 9 (1) BY: Stephane Buig SECRETARY OF THE COMMISSION

Effective: October 23, 2000

Issued: September 22, 2000

#### 2.11 Refusal or Discontinuance by Company

- **2.11.1** E-Z Fon may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency:
  - A. For nonpayment: The Company may terminate service to a Customer or Subscriber for nonpayment of undisputed charges upon five (5) days written notice to the Customer or Subscriber without incurring any liability for damages due to loss of telephone service to the Customer or Subscriber. Under no circumstances shall service be terminated prior to twenty (20) days after the mailing date of the original bill.
  - **B.** For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
  - **C.** For use of telephone service for any purpose other than that described in the application.
  - **D.** For neglect or refusal to provide reasonable access to E-Z Fon or its agents for the purpose of inspection and maintenance of equipment owned by E-Z Fon or its agents.
  - **E.** For noncompliance with or violation of Commission regulation or rules and regulations on file with the Commission.
  - **F.** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect E-Z Fon's equipment or service to others.
  - **G.** Without notice in the event of tampering with the equipment or services owned by E-Z Fon or its agents.
  - **H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, E-Z Fon may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
  - I. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

Pravin Kurishingal, Vice President

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Effective: October 23, 2000 OCT 23 2000

PURSUANT TO 807 KAR 5.011,
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BY: Stephand Buy
SECRETARY OF THE COMMISSION

Issued: September 22, 2000

#### 2.12 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this rate sheet.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access.

No credits will be given for usage sensitive or message rated toll charges due to interruption of service. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours.

For purposes of credit computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

Credit = 
$$A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

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# OCT 23 2000

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY: Skolan() BULL SECRETARY OF THE COMMISSION

Issued: September 22, 2000

Effective: October 23, 2000

#### 2.13 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

#### 2.14 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of E-Z Fon's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

#### 2.15 Interconnection

Service furnished by E-Z Fon may be interconnected with the services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with E-Z Fon's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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OCT 23 2000

PURSUANT TO 807 KAR 5.011, SECTION 9 (1) BY: Stephan BUS SECRETARY OF THE COMMISSION

Effective: October 23, 2000

#### 2.10 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

#### 2.17 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

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Effective: October 23, 2000

### 3.1 General

E-Z Fon offers prepaid local exchange service. The Company's services are available twenty-four hours per day, seven days a week. Operator services and directory assistance are not furnished by the Company. The Company provides Customers with access to emergency services.

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Effective: October 23, 2000

#### 3.2 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- **3.2.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- **3.2.3** Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this tariff.
- **3.2.4** Calls are measured and billed in one minute increments unless otherwise indicated in this tariff. Any partial minute is rounded up to a full minute.
- 3.2.5 No charges apply to incomplete calls.

#### 3.3 Time of Day and Holiday Discounts

- **3.3.1** E-Z Fon does not offer service that is time of day sensitive.
- **3.3.2** E-Z Fon does not offer holiday discounts.

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Effective: October 23, 2000

#### **3.4** Prepaid Local Exchange Service

Prepaid Local Exchange Service is provided to business and residential customers for inbound and outbound calling within a local exchange calling area. Service is offered on a prepaid basis only. All charges must be paid prior to activation. Monthly charges must be paid in order for service to continue uninterrupted.

This service allows Customers unlimited calling each month within the local exchange calling area. All access lines are toll restricted. In addition, lines are blocked from originating 411, 700, 900, 950, 976, 10XXX/101XXXX and all 0-, 0+ and 00++ operator assisted calling. Call completion for Directory Assistance (411) is blocked.

The minimum service period for this service is one (1) month.

Customers are billed a one-time activation charge for each Prepaid Account and a monthly recurring charge for usage. A monthly Reminder Notice will be sent advising Customers that the next month's payment for Prepaid Local Exchange Service is due. This notice will be sent ten (10) days prior to the end of the current month, fifteen (15) days after the Reminder Notice date.

Monthly Service Fee includes all taxes and surcharges.

Activation fee:	\$25.00
Monthly Usage Charge:	\$49.00

A separate charge of \$25.00 is assessed for Customers who want to re-establish their account five (5) days after the bill is due.

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# OCT 23 2000

PURSUANT TO 807 KAR 5011. SECTION 9 (1) BY: <u>Stephan</u> <u>BU.</u> SECRETARY OF THE COMMISSION

Effective: October 23, 2000

Issued: September 22, 2000

### **3.5** Prepaid Local Exchange Service, (Contd.)

#### 3.5.1 Custom Calling Features

Any Customer subscribing to Prepaid Local Exchange Service may obtain Custom Calling Features, as listed below, where technically available.

<b>A.</b>	Call Forwarding:	Permits the Customer to automatically transfer all incoming calls to another telephone number of their choice and restore it to normal operation at their discretion. Calls may only be forwarded to other telephone numbers within the same local exchange calling area.
В.	Call Waiting:	Notifies the Customer, engaged in a call, of an incoming call through a tone signal. Customers may place the first call on hold and answer the waiting call by operation of the switchhook, and may alternate between the two calls. A three-way conference cannot be established through this service.
C.	Caller ID:	Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
D.	Three-Way Calling:	Permits the Customer to add a third party to an established connection. The third party must be within the same local exchange calling area.
E.	Speed Calling:	This feature allows a user to dial selected numbers by

ng: This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

# OCT 23 2000

PURSUANT TO 807 KAR 5011, SECTION S (1)

SECRETARY OF THE COMMISSION

Issued: September 22, 2000

### 3.5 Prepaid Local Exchange Service, (Contd.)

#### 3.5.1 Custom Calling Features, (Contd.)

F. Call Return: Permits the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

#### 3.5.2 Custom Calling Rates and Charges

	Monthly Charge	Activation Charge
Call Forwarding:	\$5.00	\$5.00
Caller ID (per month fee)	\$10.00	\$10.00
Call Waiting	\$5.00	\$5.00
Three-Way Calling	\$5.00	\$5.00
Speed Calling	\$5.00	\$5.00
Call Return	\$5.00	\$5.00

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

# OCT 23 2000

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY: Stediana BUJ SECRETARY OF THE COMMISSION

Effective: October 23, 2000

### **SECTION 4 - PROMOTIONS**

#### 4.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company shall filed promotions with the Department for tariff approval prior to offering service at promotional rates.

### 4.2 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type and duration of service provided will be at the Company's discretion.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

# OCT 23 2000

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephan B.U.J SECRETARY OF THE COMMISSION

Issued: September 22, 2000

By:

Effective: October 23, 2000