KENTUCKY TELECOMMUNICATIONS TARIFF

OF

Silv Communication Inc.
3440 Wilshire Boulevard, Suite 236
Los Angeles, CA 90010

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Silv Communication Inc. ("Silv") within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 3440 Wilshire Boulevard, Suite 236, Los Angeles, CA 90010

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
3/22/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

Issued: February 21, 2006
Issued By:

Effective Date: March 22, 2006

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CHECK SHEET

The Title Sheet and Sheets 1 through 32 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheets(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

SHEET	REVISION	SHEET	REVISION
Title	Original		
1	First*	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	First*
6	Original	31	First*
7	Original	32	Original
8	Original		
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16	Original		
17	Original		
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21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

*Sheets included with this filing.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

(C) To signify all other **changes**

(D) To signify a rate **Decrease**

(I) To signify a rate **Increase**

(L) To signify material **relocated** in the Tariff

(N) To signify a **new** rate or regulation

(R) To signify a rate **reduction**

(T) To signify a change in **text** but no change in rate or regulation

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TARIFF FORMAT

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

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

2.
2.1.
2.1.1.
2.1.1.1.

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

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APPLICATION OF TARIFF

This tariff contains the rates applicable to the provision of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of Kentucky.

The Company's interexchange service area is statewide.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Agency

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Authorized User

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Automatic Number Identification ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

Business Service

A service which conforms to one (1) or more of the following criteria:

A. Used primarily for a paid commercial, professional or institutional activity; or

B. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or

C. The service number is listed as the principal or only number for a business in any telecommunications directory; or

D. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute a business use of service unless other criteria apply.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Called Station

The terminating point of a call (i.e., the called number).

Calling Card

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Central Office

An operating office of the Company where connections are made between telephone exchange lines.

Change

Includes the rearrangement or reclassification of existing service at the same location.

Commission

Kentucky Public Service Commission ("Commission")

Company

Silv Communication Inc. ("Silv")

Credit Card

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company's operator.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Credit Card

A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises Equipment ("CPE")

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX or other communication system.

Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Dual Tone Multi-Frequency ("DTMF")

The pulse type employed by tone dial station sets (touch tone).

Exchange

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Final Account

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

Flat Rate Service

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

Holidays

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

Interruption

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

Local Access and Transport Area. A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Resale of Service

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without "adding value") for profit.

Subscriber

See "Customer" definition.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Suspension

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

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SECTION 2 – RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Kentucky.

2.1.2. Company offers resold telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.

2.1.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.1.4. Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS

2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this tariff.

2.2.2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.2. LIMITATIONS, Continued

2.2.3. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.2.4. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.

2.2.5. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until this indebtedness is satisfied.

2.3. USE

2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.

2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. USE, Continued

2.3.5. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.

2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.

2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

2.4. LIABILITIES OF THE COMPANY

2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a customer or end user as the result of interrupted or unsatisfactory service.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.4.3. Company shall be indemnified and held harmless by the Customer against:

A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and

B. Claims for patent infringement arising from combining or connecting Company's facilities wit apparatus and systems of the Customer; and

C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.4. Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have be caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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2.4. LIABILITIES OF THE COMPANY, Continued

2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.

2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, Commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

2.4.8. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Kentucky law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

2.4.9. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.10. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.

2.4.11. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.

2.4.12. The Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.

2.4.13. As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.

2.4.14. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. EQUIPMENT AND FACILITIES

2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this tariff. Beyond this responsibility, the Company will not be responsible for:

A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

B. the reception of signals by Customer-provided equipment; or

C. network control signaling when performed by Customer-provided network control signaling equipment.

2.5.2. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.6. CUSTOMER RESPONSIBILITIES

2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.

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2.6. CUSTOMER RESPONSIBILITIES, Continued

2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

2.7. INTERRUPTION OF SERVICE

2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.7.2. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service since the Customer has the option of using the long distance network via local exchange company access.

2.7.3. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.7.4. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: Credit - (A/720) X B

A - outage time in hours

B - total monthly charge for affected utility

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2.8. RESTORATION OF SERVICE

2.8.1. The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.

2.8.2. When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

2.9. MINIMUM SERVICE PERIOD

2.9.1. The minimum service period is one month (30 days). The Customer must pay the regular listed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.

2.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.

2.9.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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2.10. ACCESS TO CUSTOMER'S PREMISES

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.11. PAYMENTS AND BILLING

2.11.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer on not less than thirty (30) days' notice.

2.11.2. The Customer is responsible for the payment of all charges for services furnished to the customer. Charges are based on actual usage, and are billed monthly in arrears.

2.11.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law and may be subject to additional collection agency fees. The late payment charge will, in accordance with 8807 KAR 5:006, Section 8(3)(h), be assessed only once on any bill for services rendered.

2.11.4. Return check charges of $20.00 may be applied in the event of a financial institution's return of a Customer's check.

2.11.5. The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within forty five (45 days of the date of the invoice. (Billing inquiries may be made in writing, in person, or via telephone.) Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. PAYMENTS AND BILLING, Continued

2.11.6. Billing disputes should be addressed to Company's Customer service organization via the Company's toll-free telephone number, 888.723.2199. Customer service representatives are available from 9:00 a.m. to 5:00 p.m. Pacific Time. Messages may be left for Customer services from 5:01 p.m. to 8:59 a.m. Pacific Time, which will be responded to on the next business day.

2.11.7. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

A. First, the customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Kentucky Public Service Commission for its investigation and decision

The address and telephone number of the Commission are:

Kentucky Public Service Commission
Complaint Branch
211 Sower Boulevard
Frankfort, Kentucky 40601

Telephone: 502.564.3940
Toll-free: 800.772.4636

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY CUSTOMER

2.12.1. Business Customers may cancel local service by providing written notice to Company at least thirty (30) days prior to cancellation. Residential Customers may cancel local service by providing written or oral notice to Company at least five (5) days prior to cancellation. Customers may cancel interexchange service by subscribing to another presubscribed interexchange carrier.

2.12.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

2.12.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or

B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and

C. If based on an order for service and construction has either begun or has been completed, but no service provided.

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY

2.13.1. Company reserves the right to immediately discontinue furnishing service to Customers without incurring liability under the following conditions. The Company will provide proper notification as required by 807 KAR 5:006, Section 14.

2.13.1.1. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or

2.13.1.2. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or

2.13.1.3. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or

2.13.1.4. For unlawful use of the service or use of the service for unlawful purposes; or

2.13.1.5. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

2.13.2. Company may discontinue service according to the following conditions upon proper notification as required by 807 KAR 5:006:

2.13.2.1. For violation of Company's filed tariffs; or

2.13.2.2. For the non-payment of any proper charge as provided by Company's tariff; or

2.13.2.3. For Customer's breach of the contract for service between the utility and Customer.

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2.13. CANCELLATION BY COMPANY, Continued

2.13.3. Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

2.13.3.1. The use of facilities or service of the Company without payment of tariff charges; or

2.13.3.2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons; or

2.13.3.3. The use of profane or obscene language; or

2.13.3.4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls.

2.13.4. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

2.13.5. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

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2.13. **CANCELLATION BY COMPANY,** Continued

2.13.6. The Company may discontinue service without notice in the event of:

2.13.6.1. Customer use of equipment in such a manner as to adversely affect the Company's service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filling a formal compliant with the Commission.

2.13.6.2. Customer's tampering with the equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filling a formal compliant with the Commission.

2.13.6.3. Customer's unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company 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. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filling a formal compliant with the Commission.

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2.14. ADVANCED PAYMENTS AND DEPOSITS

2.14.1. The Company may require from any Customer a minimum cash deposit or other guaranty to secure payment of bills. The Company may waive a deposit, at its discretion, based upon a Customer's showing of satisfactory credit and payment history.

2.14.2. The Company will determine the amount of cash deposit by one (1) of the following methods as set forth in 807 K.A.R. 5:006 Section 7:

2.14.2.1. Calculated deposits. If actual usage data is available for the Customer at the same or similar premises, the deposit amount shall be calculated using the Customer's average bill for the most recent twelve (12) month period. If actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises in the system. Deposit amounts shall not exceed two-twelfths (2/12) of the Customer's actual or estimated annual bill where bills are rendered monthly, three-twelfths (3/12) where bills are rendered bimonthly, or four-twelfths (4/12) where bills are rendered quarterly.

2.14.2.2. Equal deposits. The Company may establish an equal deposit amount for each class based on the average bill of customers in that class. Deposit amounts shall not exceed two-twelfths (2/12) of the average bill of customers in the class where bills are rendered monthly, three-twelfths (3/12) where bills are rendered bimonthly, or four-twelfths (4/12) where bills are rendered quarterly.

2.14.3. If the Company retains either an equal or calculated deposit for more than eighteen (18) months, the Company shall notify the Customer in writing that, at the Customer's request, the deposit will be recalculated every eighteen (18) months based on actual usage of the Customer. Such notice of deposit recalculation shall be included either on the Customer's application for service or on the receipt of deposit, or may be included annually with or on Customer bills. The contents of the notice shall contain the language set forth in 807 K.A.R. 5:006 Section 7.

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2.14. ADVANCED PAYMENTS AND DEPOSITS, Continued

2.14.4. If a deposit has been waived or has been returned and the Customer fails to maintain a satisfactory payment record, the Company may require the Customer to make a deposit. If substantial change in usage has occurred, the Company may require that an additional deposit be made. No additional or subsequent deposit shall be required of residential Customers whose payment record is satisfactory, unless the Customer's classification of service changes or unless otherwise provided in 807 K.A.R. 5:006.

2.14.5. The Company will issue to every Customer from whom a deposit is collected a receipt of deposit indicating the name of the Customer, location of the service or Customer account number, date, and amount of deposit. If the notice of recalculation is not included in the Company's application for service or mailed with Customer bills, the notification will be placed on the receipt of deposit. If deposit amounts change, the Company will issue a new receipt of deposit to the Customer.

2.14.6. Unless otherwise provided in 807 K.A.R. 5:006 Section 15, Customer service may be refused or discontinued if payment of requested deposits is not made.

2.14.7. Interest shall accrue on all deposits at the rate prescribed by law, beginning on the date of deposit. Interest accrued shall be refunded to the Customer or credited to the Customer's bill on an annual basis, except that the Company will not refund or credit interest on deposits if the Customer's bill is delinquent on the anniversary of the deposit date. If interest is paid or credited to the Customer's bill prior to twelve (12) months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill with any remainder refunded to the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15 INTERCONNECTION

2.15.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.

2.15.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.15.3. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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2.16. FULL FORCE AND EFFECT

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

2.17. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

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SECTION 3 - SERVICES

3.1. INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3.1.1. Company offers a switched access, Outbound (1 + dialing) InterLATA and IntraLATA service which allows a Customer to establish a communications path between two stations by using uniform dialing plans. Calls are routed over the Company's underlying carrier network and Company switching facilities. Calls are billed in increments with minimum billing increments unless otherwise specified. Fractional billed amounts are rounded up to the next whole cent. (T)

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SECTION 4 – RATES

4.1. INTEREXCHANGE SERVICE CHARGES

Monthly service charges per account are based on the following schedule:

4.1.1. Switched Access Service - InterLATA

Initial 30 seconds	$0.045
Each additional 30 seconds	$0.045

4.1.2. Switched Access Service - IntraLATA

Initial 30 seconds	$0.075
Each additional 30 seconds	$0.075

4.1.3. Monthly Service Fee

Service Fee, Per Month	$4.99

4.1.4. Unlimited Plan (N)

Customers receive unlimited intrastate, interstate, and Canada calls under a single recurring monthly charge per line.

Unlimited Plan, initial line, per month	$29.95
Unlimited Plan, each additional line, per month	$24.95

(N)

4.1.5. Primary Interexchange Carrier Change Charge (T)

Charge, per change	$4.95

4.1.6. Late Payment Penalty (N)

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

4.1.7. Returned Check Charge

A charge of $20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. (N)

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SECTION 4 – INTEREXCHANGE SERVICE DESCRIPTIONS AND RATES, Continued

4.2. TIME PERIODS

The application periods for the service are:

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
8:00 AM to 4:59 PM	Day	Day	Day	Day	Day	Eve	Eve
5:00 PM to 10:59 PM	Eve	Eve	Eve	Eve	Eve	Eve	Eve
11:00 PM to 7:59 AM	Night	Night	Night	Night	Night	Night	Night

Night Rate applies to selected holidays (New Year's Day, July 4, Labor Day, Thanksgiving and Christmas). On these holidays the Night Rate applies all day, unless a lower rate would normally apply.

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HBS BILLING SERVICES

SAMPLE OF CUST bill -

Account Number: 850 415-6416 416 0564
Monthly Statement Date: December 7, 2005

Detailed Statement of Charges

For HOLD Billing Services Billing Questions, Call 1 800 879-4653

The following Service Provider(s) have notified BellSouth that they are billing new services on your bill this month:
SILV COMMUNICATIONS

Miscellaneous Charges and Credits — *Amount*

850 415-6416

Service Provider - SILV COMMUNICATIONS

For billing questions, call 1 888 274-8116

	Date		
1.	11/30	1-Plus Long Distance Monthly Fee	4.99
2.	11/30	Presubscription Charge Business Primary Line	9.90
3.	11/30	Federal Universal Service Fund Fee	.01

850 415-6466

Service Provider - SILV COMMUNICATIONS

	Date		
4.	11/30	Federal Universal Service Fund Fee	.02
		Total Miscellaneous Charges and Credits	14.92

Itemized Calls — *Amount*

850 415-6416

Service Provider - SILV COMMUNICATIONS

Direct Dialed Calls

	Date	Place Called	Number Called	Rate*	Time	Min	
5.	11/22	FTWALTNBCH FL	850 [illegible]9763	BD	03:21PM	3.1	.47
6.	11/22	LYNN HAVEN FL	850 [illegible]9166	BD	03:25PM	0.7	.11
7.	11/23	PANAMACITY FL	850 1452	BD	08:18AM	0.8	.12
8.	11/23	PANAMACITY FL	850 8025	BD	09:41AM	1.2	.18
9.	11/28	LYNN HAVEN FL	850 9166	BD	04:30PM	2.9	.44
10.	11/28	MARIANNA FL	850 3002	BD	04:45PM	1.1	.17
11.	11/29	PANAMACITY FL	850 4111	BD	08:47AM	0.6	.09
12.	11/29	FTWALTNBCH FL	850 [illegible]0811	BD	08:49AM	1	.15
13.	11/29	MARIANNA FL	850 [illegible]3033	BD	08:56AM	1.4	.21
14.	11/29	PANAMACITY FL	850 -0227	BD	09:04AM	1.3	.20
15.	11/30	PANAMACITY FL	85[illegible] -7014	BN	07:37AM	1.2	.18
16.	11/30	PANAMACITY FL	850 [illegible]-3009	BD	08:23AM	1.8	.27
17.	11/30	PANAMACITY FL	850 [illegible]-3009	BD	08:30AM	1	.15
18.	11/30	MOBILE AL	251 [illegible]-7009	BD	08:34AM	4	.36
19.	11/30	CLEARWATER FL	727 [illegible]-1925	BD	09:04AM	1.3	.20
20.	11/30	PANAMACITY FL	850 [illegible]-3477	BD	11:06AM	0.5	.08
21.	11/30	FTWALTNBCH FL	850 [illegible]-3229	BD	11:28AM	1.7	.26
22.	11/30	FTWALTNBCH FL	850 [illegible]-3229	BD	11:31AM	2	.30
23.	11/30	FTWALTNBCH FL	850 [illegible]-4164	BD	11:34AM	1.3	.20
24.	11/30	FTWALTNBCH FL	850 [illegible]-1190	BD	11:35AM	0.5	.08
25.	11/30	FTWALTNBCH FL	850 [illegible]-8949	BD	11:37AM	0.5	.08
26.	11/30	FTWALTNBCH FL	850 [illegible]-2540	BD	11:38AM	0.6	.09
27.	11/30	PANAMACITY FL	850 [illegible]-3477	BD	12:05PM	1.6	.24

For billing questions, call 888 274-8116

	Date	Place Called	Number Called	Rate*	Time	Min	
28.	12/01	DOTHAN AL	334 794-4111	BN	06:39AM	1.4	.12
29.	12/01	DOTHAN AL	334 792-5171	BD	03:25PM	10.6	.94

* Taxes and Rate Codes - Page 11

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