Toly Digital Networks, Inc.

### **CHECK SHEET**

The Title Page and Pages 1 to 22, inclusive, of this tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages, as named below, contain all changes from the original tariff and that are in effect as of the date thereon except as otherwise noted.

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Issued August 20, 1998 Mark Suto, President 13901 U.S. Highway One, Suite One Juno Beach, FL 33408 September 20, 1998 September 20, 1998 COULT (1) BY (1) SECRETARY OF (1) COULTINGS (1)

## **TARIFF FORMAT**

**Page Numbering** - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

**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 KPSC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the KPSC follows in their tariff approval process, the most current page number on file with the KPSC is not always the tariff page in effect. Consult the Check Page for the page currently in effect.

**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

**Check Sheet** - When a tariff filing is made with the KPSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists 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 page is the most current on file with the Commission.

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## TARIFF FORMAT (CONT.)

**Explanation of Symbols** - When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rates.
- (M) To signify material relocated from one page to another without change.
- (N) To signify new rate, regulation, or text.
- (R) To signify reduced rate.
- (T) To signify a change in text, but no change in rate or regulation.

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## **APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communication services by Toly D gital Networks, Inc., to long distance telephone companies within the Commonwealth of Kentucky. The Company does not hold itself out to provide such services to End Users.



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## SECTION 1 - TERMS AND ABBREVIATIONS

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

**Commission** - The Kentucky Public Service Commission.

**Company** - Toly Digital Networks, Inc.

**Customer** - A Long Distance Company offering long distance telephone service within the Commonwealth of Kentucky that orders Service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

**Delinquent** - Payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date is posted on the bill.

**End User** - A person, firm, corporation, or other entity utilizing the Service to make intrastate telephone calls as a customer of the Company's Customer.

**Holidays** - The Company's recognized holidays are New Year's Day, Martin Luther King, Jr., Day, President's Day, St. Patrick's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

P.S.C. KY - The Kentucky Public Service Commission.

**Long Distance Company** - An firm, corporation or other entity affiliated with a Local Exchange Company and offering long distance telephone service within the Commonwealth of Kentucky.

**Service** - Service in its broadest and most inclusive sense, including any and all acts done, rendered or performed and any and all things furnished or supplied by the Company in the provision of regulated offerings to its Customers.

**Underlying Carrier** - The provider of telecommunication services whose network is being utilized to transmit and receive the Customer's telecommunication traffic.

V & H Coordinates - Geographical 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 is used for the purpose of rating calls.

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## SECTION 2 -- RULES AND REGULATIONS

## 2.1. Undertakings of the Company

The Service is furnished for intrastate telecommunications originating and terminating within the Commonwealth of Kentucky under terms of this tariff. Intrastate Service is offered in conjunction with interstate Service.

The Company may act as the Customer's agent for ordering access connection facilities provided by Underlying Carrier(s), when authorized by the Customer, to allow connection of the Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Service is provided on a monthly basis unless contracted for on a longer term basis, and is available twenty-four (24) hours per day, seven (7) days per week.

#### 2.2 Limitations

- 2.2.1. Service is offered subject to the provisions of this tariff and any contract entered into between the Customer and the Company.
- 2.2.2. The Company reserves the right to discontinue furnishing the Service or limit the use of the Service necessitated by conditions beyond its control, or when the Customer is using the Service in victation of the law or the provisions of this tariff.
- 2.2.3. The Customer may not transfer or assign the use of the Service without the express written consent of the Company. Such transfer or assignment shall only apply when there is no interruption of the use of the Service or change in the location of facilities.
- 2.2.4. Prior written consent 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.
- 2.2.5 The Company does not undertake to transmit messages, but offers the use of its facilities and those of the Underlying Carriers when available, and will not be liable for errors in transmission or for failure to establish connections.

## 2.3. Use of the Service

2.3.1. The Service may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the Service.

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## SECTION 2 -- RULES AND REGULATIONS (CONT.)

#### 2.3. Use of Service (cont.)

- 2.3.2. The use of the Service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonably interfere with use by others, is prohibited.
- 2.3.3. The use of the Service to without payment for the Service or attempting to avoid payment for the Service by fraudulent means or devices, schemes, false or invalid numbers, false credit cards, or false numbers of such cards, is prohibited.
- 2.3.4. The Service may be denied for nonpayment of charges or for other violations of this tariff.
- 2.3.5 Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity from the Commission.

## 2.4. Liabilities of the Company

- 2.4.1. The liability of the Company, its officers, directors, shareholders, agents and assigns, for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing the Service in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occurred.
- 2.4.2 The Company, its officers, directors, shareholders, agents and assigns, shall not be liable for any claim or loss not directly caused by the negligence of the Company.
- 2.4.3. The Company, its officers, directors, shareholders, agents and assigns, shall be indemnified and saved harmless by the Customer against claims for libel, slander, or infringement of copyright trising from material, data, information, or other content transmitted via the Service, and against all other claims arising out of any act or omission of the Customer or the Customer's End Users in connection with the Service.

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## SECTION 2 - RULES AND REGULATIONS (CONT.)

#### 2.4 Liabilities of the Company (cont.)

- 2.4.4. The Company, its officers, directors, shareholders, agents and assigns, shall not be liable for claim or loss, expense, or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in the Service under this tariff, f caused (a) by any person or entity other than the Company, its officers, directors, shareholders, agents or assigns, (b) by an Act of God, fire, war, civil distubance, act of government and (c) by any other cause beyond the Company's direct control.
- 2.4.5. The Company, its officers, directors, shareholders, agents and assigns, shall not be liable for any defacement of or damages to the premises of the Customer resulting from the furnishing of the Service which is not the direct result of the negligence of the Company, its officers, directors, shareholders, or agents.

#### **Interruption of Service** 2.5.

- 2.5.1. Credit allowance for the interruption of the Service which is not due to (a) the Company's testing or adjusting, (b) negligence of the Customer, or (c) the failure of channels or 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 the Company immediately of any interruption of the Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer or by any equipment furnished by the Customer and connected with the Company's network.
- 2.5.2. No credit shall be allowed for an interruption of a continuous duration of less than twenty-four (24) hours after the Customer has notified the Company of such interruption.
- 2.5.3. The Customer shall be credited for an interruption of more than twenty-four (24) hours as follows:

Credit Formula:  $Credit = A/B \times C$  where A is the outage time in hours, B is 720 (represents number of hours in month), and C is the tota monthly service charge, if any, for the affected facility. PUBLIC SERVICE COMMISSION OF KERLINGKY

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## SECTION 2 - RULF S AND REGULATIONS (CONT.)

#### 2.6 Deposits and Advance Payments

The Company does not normally collect deposits or advance payments from Customers. However, deposits may be required from Customers whose credit history is unacceptable or unavailable. Deposits are collected in accordance with the rules of the Commission..

#### **2.7. Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax), if any are applicable to the Service, are listed as separate line items and are not included in the quoted rates.

#### 2.8. Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions. Unless otherwise stated, the Customer will be given ten (10) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- (a) For failure of the Custome: to make proper application for service.
- (b) For noncompliance with the Company's tariffed rules or Commission regulations after the Company has made a reasonable effort to obtain the Customer's compliance.
- (c) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (d) For outstanding indebtedness.
- (e) For noncompliance with state, local or other codes, unless ordered to terminate immediately by a governmental official.
- (f) For non-payment of bills for telephone service. Suspension or termination of service shall not be made without five (5) days' written notice of intent to terminate mailed or otherwise delivered to the Customer. Under no circumstances shall service be terminated before twenty (20) days after the mailing date of the original unpaid bill.
- (g) For the use of telephone service or any other property of purpose other than that described in the application.
- (h) For failure to meet the Corpany's credit requirements.

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## SECTION 2 - RULES AND REGULATIONS (CONT.)

### 2.8 Refusal or Discontinuance by the Company (cont.)

- (i) Without notice in the event of (i) Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others; or (ii) Customer tampering with the equipment furnished and owned by the Company; or (iii) dangerous conditions. The Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination or refusal. Such notice shall be recorded by the Company and shall include the corrective action to be taken by the Customer before service can be restored or provided.
- (j) Without notice if the Company has evidence of the event of unauthorized or fraudulent use of service. Within 24 hours after such termination, the Company shall send written notification to the Customer of the reasons for termination and inform the Customer of the Customer's right to challenge the termination by filing a formal complaint with the Commission. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at the Customer's 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.
- (k) For Customer's breach of the contract for service between the Company and the Customer. The Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination or refusal. Such notice shall be recorded by the utility and shall include the corrective action to be taken by the Customer before service can be restored or provided.
- (1) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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## **SECTION 3 -- DESCRIPTION OF SERVICE**

#### 3.1. Timing of Calls

#### 3.1.1. When Billing Charges Begin and End for Phone Calls

The Customer's long distance usage charge is based on the actual usage of the Company's network. Billing for calls placed over the network is based in part on the duration of the call as follows, unless otherwise specified in this tariff. Call timing begins when the called party answers the call (i.e., when two-way communication is established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. When the called party picks up may be determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

#### 3.1.2. Billing Increments

All rates are billed at eighteen (18) seconds (initial period) and at six (6) second increments subsequent to the initial period.

#### 3.1.3. Rounding Up to Nearest Penny

Billing will be rounded up to the nearest penny for each call.

#### 3.1.4. Uncompleted Calls

There shall be no charge for uncompleted calls.

#### 3.2. Billing of Calls

All charges due by the Customer are payable at the address specified on the billing statement. Any objection to billed charges should be promptly reported to the Company. Adjustments to Customer's bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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## SECTION 3 -- DESC RIPTION OF SERVICE (CONT.)

#### 3.3. Late Payment, Bad Check Charges

#### 3.3.1. Late Payment Charge

Interest charges of one and one-half per cent  $(1\frac{1}{2})$  per month may be assessed on all unpaid balances more than twenty (20) days old.

#### 3.3.2. Return Check Charge

A return check charge of Twenty Dollars (\$20.00) or Five Percent (5%) of the amount of the check, whichever is greater, will be assessed for checks returned for having insufficient funds.

#### **3.4.** Reconnection Charge

A reconnection charge of Twenty F ve Dollars (\$25.00) per occurrence will be charged when service is reestablished for Customers who have been disconnected for nonpayment.

#### 3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the rate centers associated with the originating and terminating points of the call. The rate centers or serving central office of a call are determined by the UPAs (or Area Codes) and exchanges (NXXs) of the originating and terminating points.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate center or serving AT&T central office as defined and listed in AT&T FCC Tariff No. 10 and AT&T P.S.C. Ky. Tariff No. 4 and on file with the Commission in the following mander:

- Step 1- Obtain the "V" and "H" coordinates of the originating and the destination points as filed with the Commission
- Step 2 Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V' difference and "H" difference obtained in Step 3.

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## SECTION 3 -- DESCRIPTION OF SERVICE (CONT.)

## 3.5 Calculation of Distance (cont.)

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the V&H mileage distance between the originating and terminating points of the call.

Formula: 
$$\sqrt{-(V_1 - V_2)^2 + (H_1 - H_2)^2}$$

#### 3.6. Minimum Call Completion Rate

The Company's call completion 'ate is dependent upon that of the Underlying Carrier. However, a Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 'Vinety Percent (90%) during peak use periods for all FG D service ("1+" dialing).

#### **3.7.** Service Offerings

#### 3.7.1. InterLATA Service

The rates set forth in Section 4.1 are maximum rates charged to Customer for usage by its customers seeking to make direct dialed "1+" interLATA toll calls.

#### 3.7.2. IntraLATA Service

The rates set forth in Section 4.2 are maximum rates charged to Customer for usage by its customers seeking to make direct dialed "1+" intraLATA toll calls.

#### 3.7.3. 1+ Dialing

The Customer's End Users will utilize "1+" dialing followed by ten (10) digits for interLATA calls or seven (7) digits for intraLATA calls. The rates set forth in Section 4.3 are maximum rates charged to Customer for such usage by its customers.

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## SECTION 3 -- DESC RIPTION OF SERVICE (CONT.)

#### 3.7.4. Prepaid Travel Cards

The Company will enable Customer to offer End Users utilizing Prepaid Travel Cards an eleven (11) digit Toll Free Number established by the Company to access a terminal. Upon receiving a voice prompt, the End User will use push button dialing to enter an identification code assigned by the Company, followed by the ten (10) digit number of the called party. The rates set forth in Section 4.4 are maximum rates charged to Customer for usage by End Users utilizing Prepaid Travel Cards.

#### 3.7.5. Toll Free Number Service

The Toll Free Number Service is a direct access, incoming only, usage sensitive offering. This is a service whereby the End User can be billed at reduced rates for calls to the End User's premises. The rates set forth in Section 4.5 are maximum rates charged to Customer for usage by End Users utilizing the Toll Free Number Service.

#### 3.7.6. Prepaid Calling Cards

The Company will enable the Customer to offer the Customer's End Users the use of Prepaid Telephone Calling Cards for placing long distance calls. The End User may purchase Prepaid Telephone Calling Cards through distribution channels made available from time to time to the Customer by the Company. Prepaid Telephone Calling Cards are available in face values of Five Dollars (\$5.00), Ten Dollars (\$10.00), Twenty-Five Dollars (\$25.00), or Fifty Dollars (\$50.00). Prepaid Telephone Calling Card Service is accessed by using the toll-free number printed on the card. The caller is prompted by an automated voice response system to enter the caller's Authorization Code and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call (which includes applic :ble taxes) is deducted from the remaining Telecom Unit Balance on the End User's Prepaid Telephone Calling Card. These rates are maximum rates charged o Customer for usage by End Users utilizing Prepaid PUBLIC SHALL DELICKY Calling Cards. EFFECTIVE

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## SECTION 3 -- DESC'RIPTION OF SERVICE (CONT.)

#### 3.7.6. Prepaid Calling Cards (cont.)

All calls must be charged against a Prepaid Telephone Calling Card that has a sufficient Telecom Unit balance. The End User's call will be interrupted by an announcement when the balance is about to be depleted. Such announcement will occur when five (5) minutes and two (2) minutes remain before the balance will be depleted, based upon the terminating location of the call.

In order to continue the cal<sup>+</sup>, the End User can either call the toll-free number on the back of the card and "recharge" the balance on the card using a nationally recognized credit card, or the customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the card is insufficient to continue the call and the End User fails to enter the number of another valid card prior to termination.

A card will expire twelve (12) months from the date of purchase, or the date of the last recharge, whichever is later.

A credit allowance for the Prepaid Telephone Calling Card is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. A End User may be granted credit for reaching a wrong number. To receive proper credit, the End User must notify the Customer at the designated toll-free customer service number printed on the card and furnish the called number, the trouble experienced (e.g., cut-off, noisy circuit, reached wrong number, etc.) and the approximate time that the call was placed.

Credit allowances for calls pursuant to the Prepaid Telephone Calling Card Service do not apply for interruptions that are due to the failure of power, equipment or systems not provided by the Customer, the Company or the Underlying Carrier.

Credit for failure of Service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Customer or the Company.

The Company will block all calls beginning with NPA "900" calls or NXX "976" calls and such calls will not be completed.

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## SECTION 3 -- DESCRIPTION OF SERVICE (CONT.)

#### Section 3.7.6 Prepaid Calling Cards (cont.)

#### 3.7.7 Special Promotions

The Company will, from time to time, offer special promotions to Customers, waiving certain charges to the Customers which the Customers can elect to pass on to their End Users. Descriptions of these promotions will be filed with the KPSC, with specific starting and ending dates, prior to implementation.

#### 3.7.8 Special Rates for the Handicapped

- 3.7.8.1 The Customer will provide limited free directory assistance on calls from lines or trunks serv ng individuals with disabilities.
- 3.7.8.2 The Company will provide Customers with special rates for hearing and speech impaired persons which the Customers will pass on to such persons.
- 3.7.8.3 The Company will provide Customers with special discounts for intrastate toll calls received from a relay service which the Customers will pass on to End Users for such toll calls.

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## **SECTION 4 -- RATES**

#### 4.1 Rate Periods

The following rate periods are applicable to some products within this tariff.

	MON	TUI.	WED	THU	FRI	SAT	SUN		
8:00 AM TO 5:00 PM*		ΡE	AK PERI	OD					
5:00 PM TO 11:00 PM*									
11:00 PM TO 8:00 AM*		OFF-PEAK PERIOD							

\* to, but not including

	MON	TUE	WED	THU	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	]	DAYIIM	1E RATE	PERIOD	)		
5:00 PM TO 11:00 PM*		EVEN IN		EVE			
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

\* to, but not including

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## **SECTION 4 -- RATES (CONT.)**

## 4.2 InterLATA Rates

Miles	Day		Eve	ning	Night/V	Veekend
	1st 18 sec.	each add' 6 sec.	1st 18 sec.	each add'l 6 sec.	1st 18 sec.	each <u>add'l 6 sec</u> .
0-10	\$ 0.0667	\$ 0 0200	\$ 0.0500	\$ 0.0150	\$ 0.0400	\$ 0.0120
11-22	0.0733	0 0220	0.0567	0.0170	0.0433	0.0130
23-55	0.0833	0 0250	0.0633	0.0190	0.0467	0.0140
56-124	0.0900	0 0270	0.0633	0.0190	0.0500	0.0150
125-292	0.0933	0.0280	0.0633	0.0190	0.0533	0.0160
293-430	0.0933	0 0280	0.0667	0.0200	0.0533	0.0160
431-624	0.0933	0 0280	0.0700	0.0210	0.0533	0.0160

## 4.3. IntraLATA Rates

Miles	Day		les Day Evening		Night/Weekend	
	1st 18 sec.	each add'l 6 sec.	1st 18 sec.	each add'l 6 sec.	1st 18 sec.	each add'l 6 sec.
0-10	\$ 0.0600	\$ 0.0180	\$ 0.0433	\$ 0.0130	\$ 0.0367	\$ 0.0110
11-22	0.0667	0.0200	0.0500	0.0150	0.0400	0.0120
23-55	0.0767	0.0230	0.0567	0.0170	0.0433	0.0130
56-124	0.0833	0.0250	0.0567	0.0170	0.0467	0.0140
125-292	0.0867	0.0260	0.0600	0.0180	0.0467	0.0140

#### 4.4 1+ Dialing

	Day		Day Evening			Night/Weekend	
	1st 18 sec.	each add'l 6 sec.	1st 18 sec.	each add'l 6 sec.	1st 18 sec.	each add'l 6 sec.	
InterLATA	\$ 0.0690	\$ 0.0200	\$ 0.0600	\$ 0.0180	\$ 0.0450	\$ 0.0140	
IntraLATA	0.0510	0.0140	0.0480	0.0140	0.0420	<sub>الالا</sub> ن 0.0130	

Installation Fee: Five Dollars (\$5.00) Monthly recurring charge: Ten Dollars (\$10.00)

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## **SECTION 4 -- RATES (CONT.)**

# 4.4. Prepaid Travel Cards

	Day		Evening		Night/Weekend	
	1st 18 sec.	each add'l 6 sec.	1st 18 sec.	each add'l 6 sec.	1st 18 sec.	each add'l 6 sec.
InterLATA	\$ 0.0690	\$ 0.0200	\$ 0.0600	\$ 0.0180	\$ 0.0450	\$ 0.0140
IntraLATA	0.0510	0.0140	0.0480	0.0140	0.0420	0.0130

Monthly recurring charge: Five Dollars (\$5.00)

A surcharge of Thirty Five Cents (\$0.35) will apply per call.

## 4.6. Toll Free Numbers Service

	Day		Day Evening		Night/Weekend	
	1st 18 sec.	each add'l 6 sec.	1st 18 sec.	each add'l 6 sec.	1st 18 sec.	each add'l 6 sec.
InterLATA	\$ 0.0690	\$ 0.0230	\$ 0.0600	\$ 0.0200	\$ 0.0450	\$ 0.0150
IntraLATA	0.0510	0.0170	0.0480	0.0160	0.0420	0.0140

Installation fee: None

Monthly recurring charge: Twenty Dollars (\$20.00)

## 4.7. Prepaid Calling Cards

Prepaid calling cards are evailable for Five Dollars (\$5.00), Ten Dollars (\$10.00), Twenty-Five Dollars (\$25.00) and Fifty Dollars (\$50.00) unit denominations. There are no surcharges for this Service. Billing increments for the initial and additiona minutes are one minute. Prepaid Calling Cards may be recharged in One Dollar (\$1.00) increments (minimum Five Dollars (\$5.00)). Prices are inclusive of taxes and apply twenty-four (24) hours per day, seven (7) days per week.

Price per Telcom Unit (Telcom Units are in one (1) minute increments for all COMMISSION intrastate calls): Twenty-Five Cents (\$0.25) per minute.

## SECTIO'N 4 -- RATES (CONT.)

#### 4.8 **Special Promotions**

The Company will, from time to time, offer special promotions to Customers, waiving certain charges, which the Customers can elect to pass on to their customers. These prometional rates will be filed with the KPSC, with specific starting and ending dates, prior to implementation.

#### 4.9 **Special Rates for the Handicapped**

#### 4.8.1. Directory Assistance

The Customer shal not charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Customer may elect to charge the prevailing tariff rates for every call in excess of fifty (50) within a billing cycle. The Company will charge the Customer for all such usage.

#### 4.8.2. Hearing and Speech Impaired Persons

Intrastate toll message rates to a Customer for TDD users shall be evening rates for divtime calls and night/weekend rates for evening and nighttime calls, provided the Customer identifies the Company of such usage in advance.

#### 4.8.3. Telecommunication Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by fifty percent (50%) off ci the otherwise applicable rate to the Customer for a voice nonrelay cal, except that where either the calling or the called party indicates that either party is both hearing and visually impaired, the call shall be d scounted sixty percent (60%) off the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge. The Customer will be obliged to pass on such discounts to its customers.

PUBLIC SERVICE COMMISSION OF KENTUCKY FFECTUE

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Santa Chill

BY: Stephan () Ball SUCREMENT STORES

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Mark Suto, President 13901 U.S Highway One, Suite One June Beach, FL 33408