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KY Public Service Commission

Utility Information

| General | Address | Comments | Counties | Groups |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|----------|--------|
| <p align="center">Comments for Utility ID: 5056740 Infinity Communications, LLC</p> <p>Established per 7/1/2011 Application for Authority to Operate as a CLEC and Interexchange Carrier. Changed Complaint contact per 3/30/2012 Info Form. Company may be inactive; Awaiting feedback 5/13/2016. Made inactive per 5/13/2016 notice.</p> <p align="right">Last Changed: 5/13/2016</p> | | | | |



TITLE PAGE
OF
KENTUCKY LOCAL EXCHANGE SERVICES TARIFF
OF

Infinity Communications, LLC

This tariff, filed with the Kentucky Public Service Commission, contains the rates, terms and conditions applicable to Local Exchange Telephone Services within the State of Kentucky offered by Infinity Communications, LLC

Issued: August 1, 2011

Effective:

August 1, 2011

Kenneth Melley, Operations Manager
Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Competitive Telecommunications Services

I. CHECK SHEET

The Title Page and Pages 1 through 38 of this tariff shown below are effective as of the date shown at the bottom of each respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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* signifies pages included in this filing

Issued: August 1, 2011

Effective:

August 2, 2011

Kenneth Melley, Operations Manager
Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

I. CHECK SHEET (Continued)

Page No. Revision Page No. Revision Page No. Revision

Issued: August 1, 2011

Effective: August 1, 2011

Kenneth Melley, Operations Manager
Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

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Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



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III. TARIFF FORMAT

- A. Sheet Numbering - Sheet Numbers appear in the upper right corner of the page. Sheets are numbered sequentially.
- B. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.1.
 - 2.1.1.1.(a).
 - 2.1.1.1.(a).I.

IV. Connecting, Concurring and Participating Carriers

Connecting Carriers – None

Concurring Carriers - None

Participating Carriers - None

Issued: August 1, 2011

Effective:

August 2, 2011

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Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



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V. Explanation of Symbols and Abbreviations

The following symbols are used in this tariff for the purposes indicated below:

- C - to signify changed regulation.
- D - to signify discontinued rate or regulation.
- I - to signify increase.
- M - to signify matter relocated without change.
- N - to signify new rate or regulation.
- R - to signify reduction.
- S - to signify reissued matter.
- T - to signify a change in text but no change in rate or regulation.
- Z - to signify a correction

VI. Application of Tariff

The rates, terms and conditions herein apply to the provision of local, long distance and exchange access telecommunications services by Infinity Communications, LLC for locations throughout the State of Kentucky.

Issued: August 1, 2011 Effective: August 1, 2011

Kenneth Melley, Operations Manager
Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

VII. General Rules

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1. Definitions

The Company - Used throughout this tariff to mean **Infinity Communications, LLC**

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a subscriber's location to the Company's location or switching center.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications over the Company's network.

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

Customer - The person, firm, corporation, or other entity that orders and/or utilizes telecommunications services from the Company. The Subscriber is the Customer in cases of presubscribed direct-billed service and exchange access service, whereas the End User is the Customer when alternative billing methods are chosen.

Issued: August 1, 2011

Effective:

August 1, 2011

Kenneth Melley, Operations Manager
Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION I - TECHNICAL TERMS AND ABBREVIATIONS
(Continued)

1.1. Definitions (Continued)

Exchange Access Service: Switched or Special Access to the Company's network by any Interconnecting Carrier for the purpose of originating or terminating communications.

Disconnection - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

End User - The calling or called party using the services of the Company and therefore responsible for the associated charges.

Facility - Trunks, lines or other transmission media by which a common carrier originates and/or terminates interexchange messages to and/or from the exchange access network of the Company.

Holidays - the Company's recognized holidays are New Year's Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Message Toll Service Charge - An incremental or measured charge assessed to the Customer on a call where such increment reflects a measure of the call's duration, such as one minute, six seconds, three minutes etc.

PIU: Percent Interstate Usage

Premises - The space designated by a customer as its place or places of business for termination of service, whether for its own communications needs or for its resale customers.

Issued: August 1, 2011

Effective: August 2, 2011

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Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS
(Continued)

1.1. Definitions (Continued)

Service Agreement - A standard order form that includes all pertinent billing, technical, and other descriptive information pertaining to the Customer that will enable the Company to provide the communication service as required.

Special Access Service: Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications.

Subscriber - The person or legal entity that enters into direct billing arrangements for the Company's telecommunications services.

Switched Access Service: Access to the switched network of the Company for the purpose of originating or terminating communications.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, or other similar communications.

Time of Day - Day, as referred to in this tariff, shall mean 8:00 A.M. until 4:59 P.M., Monday through Friday; Evening shall refer to 5:00 P.M. until 10:59 P.M., Sunday through Friday, and all day on the Company recognized Holidays; Night/Weekend shall refer to 11:00 P.M. until 7:59 A.M., Sunday through Friday, all day Saturday, and from 12:00 A.M. until 4:59 P.M. Sunday, unless otherwise stated herein.

Issued: August 1, 2011

Effective: August 1, 2011

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Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

The Company services offered pursuant to the Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area. The Company will offer these services over leased facilities.

The Company installs, operates and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1. Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

2.2.2. The Company reserves the right to discontinue of limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of the provisions of this tariff, or in violation of the law.

Issued: August 1, 2011

Effective: August 1, 2011

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Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



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VII. General Rules (Continued)

SECTION 2 - REGULATIONS (Continued)

2.2. Limitations, cont.

2.2.3. 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 transmissions or for failure to establish connections.

2.2.4. All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of services or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

2.3. Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4. Liabilities of the Company

2.4.1. The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing services or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

Issued: August 1, 2011

Effective:

August 1, 2011

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Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.4. Liabilities of the Company, cont.

2.4.2. The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential, damage), for any interruptions, delay, error, omission or defect in any service, facility, or transmissions provided under this tariff if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company’s direct control.

2.4.3. 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 tariff, 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 or equipment or wiring provided by the Company if not directly caused by the negligence of the Company.

2.4.4. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.4.5. The Company shall not be liable for any defacement of or damage to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company’s negligence.

Issued: August 1, 2011

Effective: August 1, 2011

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Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.5. Deposits

The Company does not collect customer deposits.

2.6. Advance Payments

The Company does not collect customer advance payments.

2.7. Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8. Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.9. Payment for Service

The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Kentucky Public Service Commission.

Issued: August 1, 2011

Effective:

August 1, 2011

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Infinity Communications, LLC
20110 Messina
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Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.9. Payment for Service cont.

The Company’s billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within thirty (30) 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 indicates that such charges 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. If a Customer is not satisfied with the Company’s response to an inquiry or request for credit, he or she may appeal to the Kentucky Public Service Commission.

2.10. Late Payment Charge

The Company will assess a \$5.00 charge for late payment. A payment in considered late after the seven (7) days grace period. A late payment penalty may be assessed only once on any bill for rendered services.

2.11. Cancellation by Customer

Customer may cancel service by providing written or oral notice

2.12. Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company’s service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

Issued: August 1, 2011

Effective:

August 2, 2011

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Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.13. Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the customer shall be given proper notification in accordance with 807 KAR 5:006 Section 14 to comply with any rule or remedy any deficiency/

- 2.13.1. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.13.2. For use of telephone service for any other property or purpose than that described in the application.
- 2.13.3. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.13.4. For noncompliance with or violation of Commission regulation or the Company’s rules and regulations on file with the Commission, provided ten days written notice is given before termination.
- 2.13.5. For nonpayment of bills, including bills for any of the Company’s other communications services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer, except in extreme cases.
- 2.13.6. Without notice in the event of Customer or Authorized User 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 filing a formal complaint with the Commission.

Issued: August 1, 2011

Effective: August 2, 2011

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Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.13. Refusal or Discontinuance by Company cont.

2.13.7. Without notice in the event of 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 filing a formal complaint with the Commission.

2.13.8. Without notice in the event of 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 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 filing a formal complaint with the Commission.

2.13.9. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.

Issued: August 1, 2011

Effective: August 1, 2011

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Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.14. 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 winners 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. The Company will notify the Commission regarding specific promotions and contests.

2.15. Interruption of service

Credit allowances for interruption of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth herein. 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 the 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 the Customer and connected to the Company's terminal. 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 local exchange company access.

2.16. Cost of Collection and Repair

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

Issued: August 1, 2011

Effective:

August 1, 2011

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Infinity Communications, LLC
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Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.17. Returned Check Charge

A fee of \$15.00, or 5% of the amount of the check, whichever is greater, may be charged for each check returned for insufficient funds.

2.18. Service Implementation

Absent a promotional offering, service implementation charges of \$50.00 per service order will apply to new service orders or to orders to change existing service after initial installation.

2.19. Reconnection Charge

The Company will charge a reconnection fee as set forth in this tariff.

2.20. Operator Service Rules

The Company will enforce the operator service rules specified by the Commission and by the FCC.

2.21. Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

2.22. Access to Carrier of Choice

End users of the Company's local service shall have the rights to select the interexchange telecommunications service provider (IC) of their choice. The IC should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the Customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

Issued: August 1, 2011

Effective:

August 1, 2011

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Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.23. Directory Listings

- 2.23.1. The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer’s main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 2.23.2. The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purposes of identifying subscriber’s telephone number and as an aid to the use of telephone service.
- 2.23.3. The listing of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in the directories.
- 2.23.4. Listings must confirm to the Company’s specifications with respect to the directories. The Company reserves the right to reject listings when in its sole judgment such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.
- 2.23.5. The Company reserves the right to limit the length of ay listing to one line in the directory by use of abbreviations when in its sole judgment the clearness of the listing and the identification of the subscriber is not impaired.
- 2.23.6. Generally, the listed address is the location of the subscriber’s residence.

Issued: August 1, 2011

Effective: August 2, 2011

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Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.24. Universal Emergency Telephone Number Service (911, E911)

- 2.24.1. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.24.2. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.24.3. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.24.4. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing street, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address annexations and other changes in municipal and county boundaries, incorporation of new cities or any similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

Issued: August 1, 2011

Effective: August 2, 2011

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Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.24. Universal Emergency Telephone Number Service (911, E911) contd.

2.24.5. The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused or claimed to be caused directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to, or death of any person or persons, for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition; occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its users, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence other than gross negligence or willful misconduct, of the Company, its employees or agents.

Issued: August 1, 2011

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Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 3 – DESCRIPTION OF SERVICE

3.1. Local Service Area

The Company will offer residential and commercial local exchange service throughout the entire State of Kentucky.

3.2. Product Descriptions

3.2.1. Residential and Commercial Service

Installation, monthly recurring and per minute charges will apply to the Company's local exchange services. An additional per call operator service charge will apply for operator-assisted calling.

3.2.1.1. The Company's Local Telephone Service provides Customer with the ability to

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access basic 911 Emergency Service;
- Access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- Access Operator Services;
- Access Directory Assistance for the local calling area;
- Place or receive calls to 800/855/866/877/888/ telephone numbers; and
- Access Telecommunications Relay Service.

3.2.1.2. The Company's service cannot be used to originate calls to other companies' caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information will be blocked by the Company's switch.

Issued: August 1, 2011

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Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 3 – DESCRIPTION OF SERVICE

3.2. Product Descriptions, cont.

3.2.1.3. Local Line provides the Customer with a single, voice grade communications channel. Each Local Line will include a telephone number.

3.2.1.4. Standard Features: each Local Line Customer is provided with the following standard features:

- Touch tone
- Direct Inward Dialing
- Direct Outward Dialing

3.2.1.5. Optional Features: A Customer may order optional features, at the rates specified in this tariff.

3.2.1.6. Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified herein.

3.2.2. Directory Listings

For each Customer of Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings or non-published listings at an additional charge.

3.2.3. Directory Assistance

Customers and users of the Company's services may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator.

Issued: August 1, 2011

Effective:

August 2, 2011

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20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 4 – RATES

4.1. Residential Service.

[RESERVED FOR FUTURE USE]

Issued: August 1, 2011

Effective:

August 1, 2011

Kenneth Melley, Operations Manager
Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 4 –RATES

4.2. Commercial Service.

[RESERVED FOR FUTURE USE]

Issued: August 1, 2011

Effective:

August 1, 2011

Kenneth Melley, Operations Manager
Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 5 – EXCHANGE ACCESS SERVICE

5.1. Description of Service.

5.1.1. Switched Access Service

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises location to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

5.1.2. Special Access Service

Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications.

5.2. Rates and Charge Categories

There are three types of rates and charges that apply to Access Service. These are Monthly Recurring Charges, usage rates and Non-Recurring Charges. The Customer is obligated to pay all three types of charges as incurred by the Customer in accordance with this tariff.

5.2.1. Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

5.2.2. Usage Rates: Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

5.2.3. Non-Recurring Charges: Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

Issued: August 1, 2011

Effective:

August 1, 2011

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Infinity Communications, LLC
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VII. General Rules (Continued)

SECTION 5 –EXCHANGE ACCESS SERVICE contd.

5.3. Percentage of Interstate Use (PIU)

Where the jurisdiction can be determined from the call detail, the Company will bill according to such jurisdiction. Where call detail is insufficient to determine jurisdiction, the Exchange Access Customer will provide a projected percentage of interstate use (PIU) in a PIU Report. Jurisdictional percentages are expressed as a whole number (i.e., a number from 0 to 100). Provisions regarding PIU Reports are set forth herein. The Company will utilize the PIU Report to determine interstate and intrastate rates and charges.

5.3.1. Determining PIU rates for Access Services Provided by the Company through a Third Party Facilities-based Wholesale Carrier.

For all Switched Access Services, where jurisdiction cannot be determined, the Company will apply a default PIU of 100% unless the Customer provides a PIU Report in compliance with the provisions of this section.

5.3.2. Initial and Updated PIU Reports

The customer is required to provide initial and updated PIU Reports described in this Section. Upon receipt by the Company, the initial and/or revised report will serve as the basis for future billing and will be effective on the next bill date for that service. No prorating or back billing will be done based on the report. The initial or revised report will be used by the Company to apportion usage rates, monthly rates and nonrecurring charges until a subsequent revised report is received as set forth herein.

Issued: August 1, 2011

Effective:

August 1, 2011

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Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 5 –EXCHANGE ACCESS SERVICE contd.

5.3. Percentage of Interstate Use (PIU) contd.

5.3.2. Initial and Updated PIU Reports contd.

5.3.2.1. Quarterly Update Requirements

Effective on the first of January, April, July and October of each year, the customer will update the PIU Reports. The customer will forward to the Company, to be received no later than fifteen (15) business days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The revised report will serve as the basis for the next three months billing.

For all Exchange Access services, when the customer does not provide a quarterly update report, the Company will assume the percentages to be the same as those provided in the last quarterly update report received by the Company. If the customer has not directly provided the Company with an interstate percentage report, the Company will apply a default PIU of 100%

5.3.2.2. Update Requirements for Modifications in Service Use and Traffic Patterns

When a customer modifies his use of Access Services within an end office or LATA in such a manner that substantially affects the jurisdiction of the traffic which the PIU represents, the customer is required to provide the Company a revised PIU report for the services affected

Issued: August 1, 2011

Effective:

August 1, 2011

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Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 5 –EXCHANGE ACCESS SERVICE contd.

5.3. Percentage of Interstate Use (PIU) contd.

5.3.3. Application of PIU

When mixed interstate and intrastate Access Services are provided, the charges will be prorated between interstate and intrastate as follows:

5.3.3.1. Usage rates, monthly recurring rates. Non-recurring charges and all other monthly recurring rates and nonrecurring charges are prorated between interstate and intrastate based upon the PIU factors established pursuant to this section.

5.3.4. Report Verification

When a customer provides a PIU Report as set forth herein, the Company may, on written request by Certified U.S. mail (return receipt requested), require the customer to provide call detail records which will be audited to substantiate the projected usage factor provided to the Company. The Company may request this detailed information annually. If the audit results represent what the Company considers to be a substantial deviation from the customer's previously reported PIU for the period upon which the audit was based, and that deviation is not due to seasonal changes or other identifiable reasons, the call detail records may be requested more than once annually. The Company will request that the call detail records be made available to an independent auditor or the Company within thirty (30) days of the request at an agreed upon location during normal business hours.

If the customer fails to comply with this request, the Company will assess PIU factors according to the Company's default PIU set forth in this section

Issued: August 1, 2011

Effective:

August 1, 2011

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Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 5 –EXCHANGE ACCESS SERVICE contd.

5.3. Percentage of Interstate Use (PIU) contd.

5.3.4. Report Verification contd.

Furthermore, all unpaid charges rendered to the Customer by the Company using the unsubstantiated customer reported PIU for prior switched access services will be rated or re-rated using the default PIU. These charges shall become immediately due and payable unless the Company agrees to withhold application of such rate pending the outcome of the audit.

5.3.5. Audit Verification Process

The audit verification process and responsible party(ies) for payment of audit expenses will be determined as set forth in (1) or (2) following:

5.3.5.1. If the Company and the customer mutually agree upon an independent auditor and party(ies) responsible for payment of the audit expenses, both parties will be bound by such agreement; or

5.3.5.2. The customer may select the independent auditor and pay all audit expenses,

If the audit verification process is not conducted as set forth in (1) or (2) preceding, the Company may select the independent auditor and pay all expenses or, in lieu of using an independent auditor, may require that the customer's call detail records used to substantiate the percent be supplied to the Company at a specified location within thirty (30) days of the request for verification purposes

Issued: August 1, 2011

Effective: August 2, 2011

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Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 5 –EXCHANGE ACCESS SERVICE contd.

5.3. Percentage of Interstate Use (PIU) contd.

5.3.6. Maintenance of Customer Records

The customer shall retain and maintain call detail records, for a minimum 12 month period, that statistically substantiate the interstate and intrastate/intraLATA percent provided to the Company as set forth herein. Such call detail records (i.e., work papers and/or backup documentation, including paper, magnetic tapes or any other form of records for billed customer traffic) shall consist of call information, including call terminating address (i.e., called number), the call duration, the trunk groups or access lines over which the call is routed and the point at which the call enters the customer's network.

If the Company determines that the customer's records, worksheets and backup documentation are insufficient or, if the customer does not provide the call detail records in accordance with the provisions set forth in this tariff, the Company shall request the call detail records on a prospective basis, not to exceed a three (3) month period. The customer shall revise the PIU report reflecting the audit results from such prospective records.

5.3.7. Audit Results

Audit results will be furnished to the customer and the Company via Certified U.S. Mail (return receipt requested). If the customer provided PIU substantially deviates from the audit results (either over-reported or underreported), and that deviation is not due to seasonal changes or other identifiable reasons, the Company will adjust the customer's PIU based upon the audit results. The adjusted PIU will serve as the basis for the billing for the next two (2) quarters. After that time, the customer will report a revised PIU pursuant to this section.

Issued: August 1, 2011

Effective:

August 2, 2011

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Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 5 –EXCHANGE ACCESS SERVICE contd.

5.3. Percentage of Interstate Use (PIU) contd.

5.3.8. Contested Audits

When a PIU audit is conducted by the Company or an independent auditor selected by the Company, the audit results will be furnished to the customer by Certified U.S. Mail (return receipt requested). The customer may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the Company within fifteen (15) calendar days from the date the audit report is furnished to the customer by Certified U.S. Mail (return receipt requested). When a PIU audit is conducted by an independent auditor selected by the customer, the audit results will be furnished to the Company by Certified U.S. Mail (return receipt requested). the Company may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the customer within fifteen (15) calendar days from the date the audit report is furnished to the Company by Certified U.S. Mail (return receipt requested).

A neutral arbitrator mutually agreed upon by the Company and the customer will resolve contested audits. The arbitration hearing will be conducted in a state or location within the Company operating territory where the customer maintains a principle or significant presence or a state and location within the Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the customer's PIU based on this section.

Issued: August 1, 2011

Effective:

August 2, 2011

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Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 5 –EXCHANGE ACCESS SERVICE contd.

5.3. Percentage of Interstate Use (PIU) contd.

5.3.8. Contested Audits contd.

Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties. If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU percentages proposed by the parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than either of the PIU percentages proposed by the parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.

Issued: August 1, 2011

Effective:

August 2, 2011

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Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 5 –EXCHANGE ACCESS SERVICE contd.

5.3. Percentage of Interstate Use (PIU) contd.

5.3.9. Percentage of Interstate Use (PIU) Reports

Exchange Access Customers are required to provide the Company with initial and revised Percentage of Interstate Use (PIU) reports, in the form and format set forth below in connection with the Company’s provision of access services to the Exchange Access Customer. The initial and/or revised report will be used by the Company to apportion usage rates, monthly rates and nonrecurring charges until a subsequent revised report is received as set forth herein

- 5.3.9.1. All Exchange Access Customer-provided PIU Reports, including all PIU Report updates, must be furnished via a letter attested to by an officer of the Customer’s company. Such Reports must be delivered to the Company’s corporate address in a manner that confirms the Company’s receipt thereof.
- 5.3.9.2. Upon receipt by the Company, the initial and/or revised report will serve as the basis for future billing and will be effective on the next bill date for that service. No prorating or back billing will be done based on the report.
- 5.3.9.3. PIU Reports must specify the customer’s PIU factors.
- 5.3.9.4. Such Reports that are provided via a letter will be kept on file and customers can designate when such PIUs are to apply to new or existing services, except that customer may not change such designations retroactively.
- 5.3.9.5. Until the Exchange Access Customer has complied with this requirement the Customer will pay usage rates calculated with the default PIU set forth herein.

Issued: August 1, 2011

Effective:

August 2, 2011

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Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 5 –EXCHANGE ACCESS SERVICE contd.

5.4. Payment and Billing of Exchange Access Customers.

5.4.1. Payment of Rates and Charges

All bills are due when rendered (i.e., 20 days after or by the next bill date), if the payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the customer as follows:

If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.

If the payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded up to the nearest penny (i.e., rounded to two decimal places).

Issued: August 1, 2011

Effective:

August 2, 2011

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Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 5 –EXCHANGE ACCESS SERVICE contd.

5.4. Payment and Billing of Exchange Access Customers.

5.4.2. Past Due Charges

Bills are considered past due 20 days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available funds.

If the entire amount billed, exclusive of any amount disputed by the customer, is received by the Company after the payment date or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment charge will apply to the unpaid balance. The late payment charge will be equal to the lesser of:

- 5.4.2.1. the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or
- 5.4.2.2. 0.000657 per day compounded daily and applied for each month or portion thereof that an outstanding balance remains.

Issued: August 1, 2011

Effective: August 2, 2011

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Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 5 –EXCHANGE ACCESS SERVICE contd.

5.4. Payment and Billing of Exchange Access Customers.

5.4.3. Disputed Charges

If notice of a dispute as to charges is not received, in writing or by telephone, by the Company within ten (10) days after a billing invoice is issued, the invoice shall be considered correct and binding on the customer.

Upon receipt of a valid dispute, the Company shall review the information provided by the Customer and reach a determination within forty-five (45) days. The specific charges in dispute during this period may, at the Company’s discretion, be held in suspense pending the Company’s investigation, however the Customer remains obligated to pay any non-disputed balances, and all late payment terms and penalties shall apply to those non-disputed, unpaid balances.

A Dispute is only considered valid if it meets the following requirements:

1. a clear and full explanation of the basis of the dispute,
2. the account number under which the bill has been rendered,
3. the date of the bill, and
4. details sufficient to identify the specific amounts and items in dispute.

Issued: August 1, 2011

Effective:

August 2, 2011

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San Antonio, Texas 78258



Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 5 –EXCHANGE ACCESS SERVICE contd.

5.4. Payment and Billing of Exchange Access Customers contd.

5.4.3. Disputed Charges contd.

5.4.3.1. Billing Disputes Resolved in Favor of the Company

In the event that a billing dispute is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to a late payment charge applied to such disputed charges. Such annual rate will be compounded daily and applied for each month or portion thereof that such charges were unpaid.

5.4.3.2. Billing Disputes Resolved in Favor of the Customer

In the event that a billing dispute is resolved in favor of the customer, no late payment charge will apply to the disputed amount and the customer will receive a credit equal to the overcharged amount.

Issued: August 1, 2011

Effective:

August 1, 2011

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Local Exchange Telephones Services

VII. General Rules (Continued)

SECTION 5 –EXCHANGE ACCESS SERVICE contd.

5.5. Exchange Access Service Rates

Exchange Access Communications Service is the connection provided to interexchange carriers by the Company between the Company's local exchange customer telephone lines and interexchange carrier networks, including other in-region local exchange company toll networks. This service permits the Company's local exchange customers to make and receive interexchange telephone calls.

1. Monthly Recurring Charges

Issued: August 1, 2011

Effective:

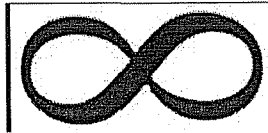
August 1, 2011

Kenneth Melley, Operations Manager
Infinity Communications, LLC
20110 Messina
San Antonio, Texas 78258



Exhibit 4 – sample Company Bill

TARIFF BRANCH
RECEIVED
7/1/2011
PUBLIC SERVICE
COMMISSION
OF KENTUCKY



Infinity Communications, LLC

20110 Messina
San Antonio, TX 78258
Phone: (888) 491-5150
Fax: (888) 801-4091

www.infinitycommunications.com

| | |
|--------------------------|----------------------|
| <u>Invoice</u> | <u>Page XX of YY</u> |
| Account Number: | 999999999-0000 |
| Invoice Number | 9999999 |
| Payment Due On or Before | XX/XX/XX |
| <u>Invoice Date</u> | <u>XX/XX/XX</u> |

How to reach Customer Service: 1-888-491-5150

Customer Name
Customer Address
Customer City, State & Zip Code

Bill-At-A-Glance

| | |
|--------------------------------|-----------------|
| Previous Balance | \$XXX.XX |
| <u>Payments</u> | <u>\$XXX.XX</u> |
| Amount Past Due | \$XXX.XX |
| | |
| Total Current Charges | \$XXX.XX |
| | |
| <u>Total Amount Due in USD</u> | <u>\$XXX.XX</u> |

News You Can Use

Access your account online! Simply log onto for secure, real time self service. Manage your account, make changes, order services or set up automatic payments.... All from your own PC!

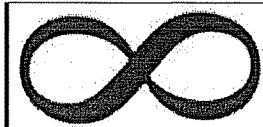
| | |
|--------------------------|-----------------------------|
| Remittance – | Thank you for your Business |
| Name | Customer Name |
| Account Number: | 999999999-0000 |
| Invoice Number | 9999999 |
| Payment Due On or Before | XX/XX/XX |
| Total Amount Due in USD | \$XXX.XX |

Amount Enclosed

Infinity Communications, LLC
20110 Messina
San Antonio, TX 78258

Detach and enclose this portion with your payment
Make checks payable to Infinity Communications, LLC
Write the Account Number on the check.
Show the mailing address in the envelope window.





Infinity Communications, LLC

20110 Messina
San Antonio, TX 78258
Phone: (888) 491-5150
Fax: (888) 801-4091

www.infinitycommunications.com

Invoice Page XX of YY
Account Number: 999999999-0000
Invoice Number 9999999

Customer Account Summary

| | | | |
|-----------------------------|-----------------|----------------------------|----------|
| Previous Balance | \$XX.XXX | Taxes and Surcharges | |
| *REMINDER* AMOUNT PAST DUE | | Federal Excise Tax | \$X.XX |
| PLEASE CALL 1-888-411-0111 | State/Local Tax | \$X.XX | |
| | | TOTAL TAXES AND SURCHARGES | \$X.XX |
| ACCOUNT CHARGES | | | |
| Fed Reg Cost Recovery Fee | \$X.XX | CURRENT CHARGES | \$XXX.XX |
| Federal USF Recovery Charge | \$X.XX | | |
| | | TOTAL AMOUNT DUE IN USD | \$XXX.XX |

| MONTHLY AND ONE TIME CHARGES | AMOUNT | CALL CHARGES | AMOUNT |
|------------------------------------------|---------------|-------------------------------------------|--------------|
| XXX-XXX-XXXX | | Calls for XXX-XXX-XXXX | |
| LOCAL SERVICE | \$XX.XX | Domestic | |
| CALL FORWARD DA | \$X.XX | Date Time Place Called Number Min. | |
| CALL FORWARDING | \$X.XX | 10-9 746P DENVER CO 303 555-1111 1.0 x.xx | |
| TOTAL MONTHLY AND ONE TIME CHARGES | \$XX.XX | 10-9 749P MACON GA 478 555-1111 1.0 x.xx | |
| | | 10-9 811P EUGENE OR 541 555-1111 1.0 x.xx | |
| | | 10-9 812P MIAMI FL 786 555-1111 1.0 x.xx | |
| Surcharges and Other Fees | | Total Calls for XXX-XXX-XXXX | X.XX |
| • Federal Subscriber Line Charge | \$X.XX | Total Call Charges | X.XX |
| • Special E911 Tax | \$X.XX | | |
| • Federal Universal Service Fee | \$X.XX | Surcharges | |
| • KY Universal Service Fee | \$X.XX | • Fed Universal Service Fund | x.xx |
| • Special Municipal Charge | \$X.XX | • Regulatory Surcharges | x.xx |
| Total Surcharges and Other Fees | \$X.XX | • KS USF Surcharge | x.xx |
| | | Total Surcharges | x.xx |
| Taxes | | Total Call Charges | XX.XX |
| • Federal (Local Charges) | \$X.XX | | |
| • Federal (Non-regulated & Toll Charges) | \$X.XX | | |
| • State and Local (Local Charges) | \$X.XX | | |
| • State and Local (Non-Regulated & Toll) | \$X.XX | | |
| Total Taxes | \$X.XX | | |
| Total Plans and Services | \$X.XX | | |

TARIFF BRANCH
RECEIVED
7/1/2011
PUBLIC SERVICE
COMMISSION
OF KENTUCKY