

TELEDIAS COMMUNICATIONS

5605 Riggins Court Suite 265
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October 26, 2011

Mr. Jeff DeRouen, Executive Director
Kentucky Public Service Commission
211 Sower Blvd
Frankfort KY 40601-8294

via Email and Federal Express

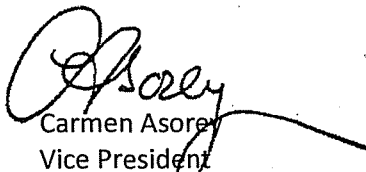
Re: TeleDias Communications, Inc.
FEIN: 42-1533636

Dear Mr. DeRouen:

By copy of this letter, TeleDias Communications, Inc. requests withdrawal of its CLEC Certificate of Authority to operate in the state of Kentucky. The company never began marketing in Kentucky and had no customers. TeleDias ceased all CLEC activities, in all states, as of December 31, 2010.

We sincerely regret any inconvenience this oversight has caused your office, and respectfully request that TeleDias' request for withdrawal be granted by the Commission.

Regards,


Carmen Asorey
Vice President



TITLE SHEET

**RULES, REGULATIONS, AND
SCHEDULE OF RATE AND CHARGES
APPLICABLE TO END USER**

KENTUCKY LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

**FURNISHED BY
TELEDIAS COMMUNICATIONS, INC.
WITHIN THE STATE OF KENTUCKY**

Issued: October 30, 2009

Effective: November 4, 2009

Issued by:

Carmen Asorey, Vice President
TeleDias Communications, Inc.
5605 Riggins Court, Suite 265
Reno, NV 89502



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CHECK SHEET

The Title Page and sheets listed below are inclusive and effective as of the date shown. Original and revised sheets as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Sheet Number</u>	<u>Revision</u>	<u>Sheet Number</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
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14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original	37	Original
18	Original	38	Original
19	Original		
20	Original		

NOTE: Future revisions to these original tariff sheets shall include an updated Check Sheet. Such Check Sheet shall include an (*) beside the applicable sheet number and indicate the applicable revision number.

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EXPLANATION OF SYMBOLS

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

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

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APPLICATION OF TARIFF

This tariff, filed with the Kentucky Public Service Commission, sets forth the service offerings, rates, terms and conditions applicable to the Competitive Local Exchange Services provided by TeleDias Communications, Inc. to customers within the state of Kentucky. The Company will offer these services on a resold basis.

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SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Advance Payment - Part or all of a payment required before the start of service.

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

Commission - Kentucky Public Service Commission

Company or Carrier - TeleDias Communications, Inc., unless otherwise clearly indicated by the context.

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

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer-Provided Equipment - Terminal equipment, as defined herein, provided by Customer.

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

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

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SECTION 1.0 – DEFINITIONS (CON'D.)

ILEC – Incumbent Local Exchange Carrier.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

LATA - 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.

LEC - Local Exchange Carrier

Letter of Authorization – A document signed by the Customer authorizing the Company to provide services under the terms, conditions and rates set forth in this tariff.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Non-Recurring Charge (“NRC”) - The initial charge, usually assessed on, a one-time basis, to initiate and establish service.

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

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for consumer or household purposes.

Service – Any means of service offered herein or any combination thereof.

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SECTION 1.0 – DEFINITIONS (CON'D.)

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

Service Order - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of an Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

TeleDias - Used throughout this tariff to mean TeleDias Communications, Inc.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this tariff.

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SECTION 2.0 - RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff as a reseller in connection with one-way and/or two-way information transmission originating from points within the State of Kentucky, and terminating within a local calling area as defined herein.

The Company installs, operates and maintains the communications services provided herein 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.

Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, twenty-four hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to execute Letters of Authorization which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
 - (1) Customer is using the service in violation of this tariff; or
 - (2) Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for its choice of laws provision.
- F. Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability

- A. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- B. The liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth herein.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or local exchange companies.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd.)

- E. The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof which is not the direct result of the Company's negligence.
- G. Notwithstanding the Customer's obligations as set forth herein, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:
 - 1. Claims for defamation, libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights, unauthorized use of 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 proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this tariff;
 - 2. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
 - 3. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company, (Cont'd)

2.1.4 Limitations on Liability (Cont'd.)

G. (Cont'd.)

4. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
5. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act of omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
6. Any noncompletion of calls due to network busy conditions;
7. Any calls not actually attempted to be completed during any period that service is unavailable;
8. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd.)

- H. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim.
- I. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.5 Notification of Service-Affecting Activities

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

The Company shall 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 shall not be liable for any delays in commencing service to any Customer.

A. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (2) the reception of signals by Customer-provided equipment; or
- (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 Liability of the Customer

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.4 Interconnection of Facilities

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 connection 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.

2.5 Payment Arrangements

2.5.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions. The Company will not separately charge for the Kentucky gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Kentucky Administrative Regulations, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Kentucky, or both, and are charged to a subscriber's telephone number or account in Kentucky.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Local service charges will be billed in advance, after the initial Service connection. Recurring charges are billed in advance. Nonrecurring charges are billed in arrears.
- B. The Company shall bill one month in advance all charges incurred by the Customer and in arrears all credits due to the Customer. The Customer will receive its bill in a format determined by the Company. The Company shall bill for all services provided during the designated billing period. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- C. Payment for bills is due on the due date indicated on the bill. If any portion of the payment is received by the Company more than five (5) days after the payment due 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 penalty shall be due the Company. The late payment penalty shall be \$10.00.
- D. The Customer shall be responsible for payment of all applicable local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services rendered by the Company. Such taxes are not separately stated on the Customer's invoice.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd.)

- E. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

- F. If any portion of the payment is not received by the Company within 5 days of receipt of the bill, or if any portion of the payment is received by the company in funds which are not immediately available upon presentment, then a late payment charge of \$10.00 shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills

- A. The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kentucky Public Service Commission in accordance with the Commission's rules and procedure. The address of the Commission is as follows:

Kentucky Public Service Commission
211 Sower Blvd.
PO Box 615
Frankfort, KY 40602

- B. If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 7.0.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**2.5 Payment Arrangements (Cont'd.)****2.5.4 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.5.4. Customers will be provided five (5) days' written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.5.4A. or 2.5.4B., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- A. Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- B. Upon violation of any of the other material terms or conditions for furnishing service, the Company may discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.4 Discontinuance of Service for Cause (Cont'd.)

- E. Upon any governmental prohibition or governmental required alteration of the services to fee provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. Without notice in the event of fraudulent use of the Company's network, the Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- H. Without notice in the event of tampering with the equipment or services furnished by the Company.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**2.5 Payment Arrangements (Cont'd.)****2.5.5 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty (30) days' notice of desire to terminate service. If special construction is involved, the required notice shall be written.

2.5.5 Bad Check Charge

A service charge equal to \$25.00 will be assessed in accordance with Kentucky law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.6 Interruptions in Service

Credit allowances for interruptions 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 in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

2.6.1 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.6 Allowances for Interruptions in Service (Cont'd.)

2.6.2 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruption of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

2.6.3 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)

2.7 Notices and Communications

2.7.1 Reserved for Future Use

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

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

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

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

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SECTION 3.0 – SERVICE AREAS

3.1 Exchange Service Areas

Local Exchange Services are provided, subject to availability of facilities and equipment, in areas currently served by BellSouth Telecommunications, Inc.

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SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS

4.1 General

4.1.1 Services Offered

The following Network Services are available to residential Customers:

Standard Residence Line Service
Optional Calling Features
Listing Services (including Non Published and Non Listed Services)

4.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business or Residence lines.

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SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D.)**4.1 General (Cont'd.)****4.1.3 Emergency Services Calling Plan**

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in A. following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in B. following are offered at no charge to Customers:

- A. Governmental fire fighting, Kentucky State Police and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- B. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D.)**4.2 Optional Calling Features**

The features listed in Section 4.2.1 are offered by the Company to Residential Customers. Refer to Price Lists in Sections 5 and 6 of this tariff for specific features offered with each type of local exchange service.

4.2.1 Features Descriptions

- A. Flexible Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding;
Priority Screening;
Ring Control; and
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- B. Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

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SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D.)**4.2 Optional Calling Features (Cont'd.)****4.2.1 Features Descriptions, (Cont'd.)**

- C. Caller ID - Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- D. Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- E. Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D.)

4.2 Optional Calling Features (Cont'd.)

4.2.1 Features Descriptions (Cont'd.)

- F. Three-Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.
- G. Complete Choice:** Complete Choice provides the Customer local telephone service and Caller ID, Call Waiting, Call Return and Three-way Calling for a flat rate.
- H. Voice Mail:** Voice mail provides the Customer a service that takes calls when the line is busy or not answered. Messages can be retrieved from anywhere at anytime. Voice mail gives you helpful features to manage your message mailbox.

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SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D.)**4.3 Listing Services**

For each Customer of Company-provided Exchange 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 for an additional charge.

4.3.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

4.3.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

4.4 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

4.5 Main Number Retention

Main Number Retention is an optional feature by which a Customer, who was formally a customer of another certified local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

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SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D.)

4.6 Pay Per Call Blocking/Unblocking

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per-line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

4.7 Vanity Number Service

This service provides for the reservation of special or unique telephone number and fax number for use with the Company-provided exchange services.

4.8 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the IntraLATA and InterLATA long distance carrier(s) selected by the Customer.

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SECTION 5.0 - LOCAL RESALE SERVICES PRICE LIST

5.1 General

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Kentucky Public Service Commission. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of TeleDias' local exchange services, in whole or in part, prior to the effective date hereof.

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SECTION 5.0 - LOCAL RESALE SERVICES PRICE LIST (CONT'D.)**5.2 Standard Residence Local Exchange Service**

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed at the time Customer signs up for the Service.

5.2.1 Monthly Recurring Charges

The Company charges a flat rate of \$45.00 per month for each Standard Residence Local Exchange Service line resold in the BellSouth territory on a month-to-month basis. Flat Rate Service includes touch-tone Service for each line, Call Waiting and Caller ID.

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SECTION 5.0 - LOCAL RESALE SERVICES PRICE LIST (CONT'D.)**5.2 Standard Residence Local Exchange Service (Cont'd.)****5.2.2 Usage Sensitive Charges and Allowances****A. Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

5.2.3 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer and are assessed by the Incumbent Local Exchange Carrier.

5.2.4 "Local1" Marketed to English-Speaking Customers

TeleDias Communications, Inc. will market all services to English-speaking customers using the service name "Local1."

5.3 Optional Calling Features

The following Optional Calling Features are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Customers are allowed unlimited use of these features. No usage-sensitive charges apply.

Complete Choice Plan	\$55.00
Call Waiting – Basic	Included in Basic Flat Rate Service
Caller ID – Basic	Included in Basic Flat Rate Service
Flexible Call Forwarding	\$ 6.25
Call Block	\$ 6.00
Call Return	\$ 6.75
Three-Way Calling	\$ 6.25
Voice Mail	\$ 6.00

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SECTION 6.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

6.1 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 at an additional charge.

6.2 Directory Assistance Services

6.2.1 Directory Assistance

A Directory Assistance charge applies per local Directory Assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line.

Each Local Directory Assistance Call \$1.55

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SECTION 7.0 - PROMOTIONAL OFFERINGS**7.1 Special Promotions**

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

7.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included).

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