



MIDWESTERN  
TELECOMMUNICATIONS, INC.

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Orland Park, IL 60462  
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MAY 03 2012

PUBLIC SERVICE  
COMMISSION

Jeff Cline  
Annual Report Branch Manager  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, KY 40602-0615

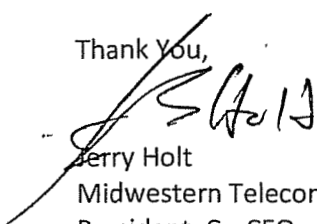
April 23, 2012

Re: Midwestern Telecommunications, Inc 5052470

Kentucky Public Service Commission,

Midwestern Telecommunications, Inc., Utility ID 5052470 is withdrawing its authority as a Competitive Local Exchange Carrier, Long distance Carrier, and Wireless Carrier in the state of Kentucky. We are not longer providing telephone service.

Thank You,

  
Jerry Holt

Midwestern Telecommunications, Inc  
President, Co-CEO  
jh@mymti.com



INTEREXCHANGE RESELLER TOLL TARIFF

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TARIFF APPLICABLE TO  
INTEREXCHANGE SERVICES  
WITHIN THE STATE OF KENTUCKY  
PROVIDED BY  
MIDWESTERN TELECOMMUNICATIONS, INC.

This Tariff contains descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Midwestern Telecommunications, Inc. (hereinafter "Company" or "MTI") with principal offices at 17250 Palmer Drive Suite 300 Homewood, IL 60430. This Tariff applies to services furnished throughout the State of Kentucky. This Tariff is on file with the Kentucky Public Service Commission ("Commission") and copies may be inspected, during normal business hours, at Company's principal place of business.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 15 2004

PURSUANT TO 807 KAR 5.011  
SECTION 9 (1)

BY  EXECUTIVE DIRECTOR

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Issued: April 23, 2004

Effective: July 15, 2004

By:  
Jerry Holt, Director of Regulatory Affairs  
Midwestern Telecommunications, Inc.  
17250 Palmer Drive Suite 300  
Homewood, IL 60430

INTEREXCHANGE RESELLER TOLL TARIFF

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CHECK SHEET


Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets are named below and comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this sheet.

<u>PAGE</u>	<u>NUMBER OF REVISIONS</u> <u>(except as indicated)</u>
1	Original
2	Original
3	Original
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APPLICATION OF TARIFF

This Tariff contains the regulations and charges applicable to intrastate interexchange telecommunications reseller services provided by Midwestern Telecommunications, Inc. to customers within the State of Kentucky.

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CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

Concurring Carriers - None  
Connecting Carriers - None  
Other Participating Carriers - None

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below.

I - To signify increased rate  
D - To signify decreased rate  
C - To signify all other changes


ABBREVIATIONS

KY PSC - Kentucky Public Service Commission

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**INTEREXCHANGE RESELLER TOLL TARIFF**

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper-right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Check Sheets** - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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INTEREXCHANGE RESELLER TOLL TARIFF

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SECTION I. - DEFINITION OF TERMS

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Company to provide telecommunication services, as required.

Authorized User - A person that either is authorized by the Customer to use local exchange telephone service at the Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Commission - Kentucky Public Service Commission, unless the context indicates otherwise.

Company - Midwestern Telecommunications, Inc., unless the context indicated otherwise

Customer or Customers - The persons, firms, corporations, or other entities that order or use service and are responsible for the payment of rates and charges and compliance with Tariff regulations.

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

Holiday - Company's recognized Holidays are New Year's Day (January 1), Independence Day (July 4), Labor Day, Memorial Day, Thanksgiving Day, Christmas Day (December 25), Martin Luther King Day and President's Day. Evening rates apply unless a lower rate is prescribed by this Tariff.

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). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Service or Services - The services covered by this Tariff shall include only the State of Kentucky.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

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SECTION II. - RULES AND REGULATIONS

A. UNDERTAKING OF COMPANY

1. Company is a resale common carrier providing intrastate interexchange communications services to Customers for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available on a full-time basis, 24 hours a day, seven days a week, throughout the State of Kentucky.
2. Company is responsible under this Tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, Company assumes no responsibility for such other service.

B. DESCRIPTION OF PROPOSED SERVICES

1. Interexchange Service

a. Prepaid Long Distance Service

Prepaid Long Distance Service provides an outbound voice grade communications service for calls charged to Customer's account. The Service allows Customers to place direct-dialed interexchange calls to terminating locations from their home telephone. All calls must be charged against an account that has a sufficient available balance. At the point in which only 30 seconds of service remain, an audible signal will be given to the user to alert them only so much time is left for long distance service. Customer may increase the available minutes of use by making additional incremental payments.

b. Prepaid Card Service

Prepaid Card Service provides an outbound voice grade communications service for calls charged to a Prepaid Card. Prepaid Card Service allows Customers to place direct-dialed interexchange calls to terminating locations by dialing a Customer-provided access number and a Customer-provided authorization number.

All calls must be charged against a Prepaid Card that has a sufficient available balance. Customer will be notified in advance of the exhaustion of the card via an interactive voice prompt.

The following types of calls may not be completed with the Prepaid Card Service:

- Calls to 700 numbers
- Calls to toll free numbers
- Calls to 900 numbers

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INTEREXCHANGE RESELLER TOLL TARIFFDESCRIPTION OF PROPOSED SERVICES (continued)

1. Interexchange Service (continued)
- b. Prepaid Card Service (continued)
  - Directory Assistance calls
  - All Operator Service calls
  - Busy Line Verification and Interrupt Service
  - Calls requiring the quotation of time and charges
  - Air-to-Ground calls

Except as may be specifically referenced therein, calls made utilizing Prepaid Card Service are not included in any optional calling plans, or any other Company services or promotions. The number of available Prepaid Cards is subject to technical limitations. Such cards will be offered to Customers on a first come, first served basis. Prepaid Cards are available in various unit denominations as determined by Company. Prepaid Cards will be sold at prices rounded to the nearest cent. The Prepaid Card Service rate does not include federal excise tax or those state and local taxes which are required to be paid at the point of sale. The tariffed rate does include those state and local taxes which are required to be paid on the usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.

- c. Directory Assistance Service

Directory Assistance Service is available for domestic calling only to Customers who dial 1+ (NPA) + 555-1212 from lines presubscribed to Company. Up to two requests for numbers may be made on each call to Directory Assistance. A charge will apply whether or not the Directory Assistance bureau furnishes the requested telephone number(s). Directory Assistance Service is provided only where facilities and billing capabilities permit.

2. Special Pricing Arrangements - Individual Case Basis

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by Customer, as long as the rates and charges are not less than Company's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. All contracts, special pricing arrangements, and ICBs will be filed with the Commission.

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**3. Promotions**

Company may, from time to time, engage in Commission-Approved national and/or intrastate promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of Company services. These offerings may be limited to certain services, dates, and times of day and/or locations determined by Company. National offerings, the terms of which are set forth in the applicable interstate tariffs governing such programs, may include without limitations, discounts, redeemable points, or cash rewards to Customers. To the extent that these programs extend to intrastate services, the terms of these national offerings are incorporated by reference, herein.


**C. LIMITATIONS OF SERVICE**

1. Company offers service to all those who desire to purchase service from Company consistent with all provisions of this Tariff. Customers or subscribers interested in Company's Services shall file an Application for Service with Company which fully satisfies Company and identifies the Services required.
2. The furnishing of Service under this Tariff is subject to availability on a continuing basis of all necessary facilities and/or equipment and subject to the provisions of this Tariff. Company reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.
3. Company reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.
4. Title to all facilities provided by Company under these regulations remains with Company. Prior written permission from Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
5. Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by Company when necessary because of lack of facilities or due to some other cause beyond Company's control.

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D. USE OF SERVICE

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between Customer, authorized user, or joint user to share the cost of the service, as long as the arrangement generates no profit for any participant in the arrangement.

E. LIABILITY

1. The liability of Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section J.3. below. The extension of such allowances for interruption shall be the sole remedy of Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of Company's employees or agents.
2. Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of Section J.3., Company's liability, if any, shall be limited as provided herein.
3. Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
4. Company shall not be liable for: (a) any act or omission of any entity furnishing Company or Company's Customer's facilities or equipment used for or with the services Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
5. Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, Customer or due to the failure or malfunction of Customer's provided equipment or facilities.

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E. LIABILITY (continued)

- 6. Customer shall indemnify and hold Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by Company. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 7. Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of Company.
- 8. Company shall be indemnified, defended, and held harmless by 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:
  - a. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Company, if not caused by gross negligence of Company; or
  - b. claims for defamation libel, slander, invasion of privacy, infringement of copyright, 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 Company under this Tariff;
  - c. patent infringement claims arising from combining or connecting the service offered by Company with apparatus and systems of Customer or others;
  - d. connecting, combining, or adapting Company's facilities with Customer's apparatus or systems;
  - e. any act or omission by Customer; or

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INTEREXCHANGE RESELLER TOLL TARIFFE. LIABILITY (continued)

8. (continued)
- f. all other claims arising out of any act or omission of Customer or others, in connection with any service provided by Company pursuant to this Tariff.
9. Company shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of Customer. Customer shall be fully liable for all such usage charges.
10. Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
11. The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by Customer for the specific services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one year after the service is rendered.
12. 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.
13. No agent or employee of any other carrier shall be deemed to be an agent or employee of Company.

F. INTERRUPTION OF SERVICE

1. When the use of service or facilities furnished by Company is interrupted due to any cause other than the negligence or willful act of Customer, or the operation or failure of the facilities or equipment provided by Customer, a pro rata adjustment of the monthly Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by Company, except as otherwise specified in Company's Tariffs.
2. It shall be the obligation of Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the

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INTEREXCHANGE RESELLER TOLL TARIFFF. INTERRUPTION OF SERVICE (continued)

Customer shall ascertain that the trouble is not being caused by any action or omission of Customer within its control, or is not in writing or equipment, if any, furnished by Customer and connected to Company's terminal. If Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. When interruptions occur, Company will reestablish Service within the shortest reasonable time.

G. RESPONSIBILITY OF CUSTOMER

1. Customer assumes general responsibilities in connection with the provisions and use of Company's Service. When facilities, equipment, and/or communications systems provided by others are connected to Company's facilities, Customer assumes additional responsibilities. Customer is responsible for the following:
  - a. Customer is responsible for placing orders for service, paying all charges for service rendered by Company, and complying with all of Company's regulations governing the service. Customer is also responsible for assuring that its users comply with Commission regulations.
  - b. When placing an order for service, Customer must provide the name(s) and address(es) of the person(s) responsible for the payment of service charges and the name(s), telephone number(s), and address(es) of Customer-contact person(s).
  - c. Customer shall reimburse Company for damage to, or loss of, Company's facilities or equipment caused by the acts or omissions of Customer; or the noncompliance by Customer, with these regulations; or by fire or theft or other casualty on Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of Company. Company will, upon reimbursement for damages, cooperate with Customer in prosecuting a claim against the person causing such damage and Customer shall be subrogated to Company's right of recovery of damages to the extent of such payment.
  - d. Customer shall provide at no charge, as specified from time to time by Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises.
  - e. Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide telecommunications service to Customer from the cable building entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be

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INTEREXCHANGE RESELLER TOLL TARIFFG. RESPONSIBILITY OF CUSTOMER (continued)

1. (continued)

e. (continued)

borne entirely by, or may be charged by Company to, Customer. Company may require Customer to demonstrate its compliance with this section prior to accepting an order for service.

f. Customer shall provide a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company's facilities and equipment. Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in Company's opinion, injury or damage to Company's employees or property might result from installation or maintenance by Company. Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

g. Customer shall comply with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as maybe required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible; and granting or obtaining permission for Company agents or employees to enter the premises of Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of Company.

h. The Customer shall not create or allow to be placed or maintained any liens or other encumbrances on Company's equipment or facilities.

i. Customer shall make Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both Company and Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2. Availability of Service for Maintenance, Testing and Adjustment

Upon reasonable notice, the facilities provided by Company shall be made available to Company for such tests and adjustments as may be necessary to maintain them in a satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.


3. Credit Allowances

a. Credit for failure of service or equipment will be allowed only when caused by or occurs in facilities or equipment owned, provided and billed for, by **COMPANY**.

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INTEREXCHANGE RESELLER TOLL TARIFF

G. RESPONSIBILITY OF CUSTOMER (continued)


3. Credit Allowances (continued)

- b. Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or then Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- c. Customer shall notify Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer-provided facilities, any act, or omission of Customer or in wiring or equipment connected to the terminal.
- d. Only those portion of the Service or equipment disabled will be credited. No credit allowances will be made for:
  - (1) interruptions due to the negligence of or noncompliance with the provisions of this Tariff by Customer;
  - (2) interruptions due to the negligence of any person using Company's facilities with Customer's permission;
  - (3) interruptions due to the failure or malfunction of service or equipment provided by Customer, Authorized User, or other carriers;
  - (4) interruptions of service during any period in which Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
  - (5) interruptions of service during a period in which Customer continues to use the service on an impaired basis;
  - (6) interruptions of service during any period when Customer has released service to Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
  - (7) interruptions of service due to circumstances or causes beyond the control of Company interruptions of service resulting from Company performing routine maintenance;
  - (8) interruptions of service resulting from Company's performing routine maintenance; or
  - (9) interruptions of service for implementation of a Customer order for a change in the Service.

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INTEREXCHANGE RESELLER TOLL TARIFF

G. RESPONSIBILITY OF CUSTOMER (continued)

4. Cancellation by Customer

- a. Applications for service are noncancellable unless Company otherwise agrees. Where Company permits Customer to cancel an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.
- b. Where, prior to cancellation by Customer, Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against Company that would have been chargeable to Customer had service begun.
- c. The special charges described in a. and b. above will be calculated and applied on a case-by-case basis.
- d. Customer may cancel Service any time after meeting the minimum service period.

5. Payment and Charges for Service

- a. Payment for Service. Customer is responsible for payment of all charges for service and facilities furnished by Company to Customer or Authorized Users. If notice from Customer of a dispute as to charges is not reported to a customer service representative or received in writing by Company within 10 days after the due date, the bill will be considered correct. Should Customer pay the charges under protest, he may have an additional 30 days to dispute same in writing or the charges will become binding upon Customer. If an entity other than Company imposes charges on Company, in addition to its own internal costs, in connection with a service for which a Non-Recurring Charge is specified, those charges may be passed on to Customer.
- b. Billing and Collection of Charges.
  - (1) Payment for Service is made in advance by Customer at the time Company's prepaid service is initially purchased or replenished.
  - (2) Customer is responsible for payment of all charges for service furnished to Customer or Authorized Users, including, but not limited to all calls originated at Customer's number(s); received at Customer's number(s); billed to Customer's number(s) via third-party billing; incurred at the specific request of Customer; or placed using a calling card issued to Customer. If an entity other than Company imposes charges on Company, in addition to its own

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INTEREXCHANGE RESELLER TOLL TARIFF

G. RESPONSIBILITY OF CUSTOMER (continued)

5. Payment and Charges for Service (continued)

b. Billing and Collection of Charges (continued)

(2) (continued)

internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to Customer.

(3) The security of Customer's Authorization Code(s) is the responsibility of Customer. All calls placed using Customer's Authorization Code(s) shall be deducted from Customer's account.

(4) Customers may pay for service by credit card, an authorized payment agent, or check.

(5) Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

c. Application of Charges. Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

d. Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge

e. Bad Check Charge. Company will bill Customer a one-time charge of \$25.00 or five percent of the amount of the check, which ever is greater, if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.


f. Disputed Bills. Customer shall notify Company of any disputed items on a bill within 10 days. Company will promptly investigate and work to reconcile any Customer billing problems and/or complaints.

(1) A Customer may contact Company's Customer Service Department by dialing its toll-free number, 1-877-684-4349.

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INTEREXCHANGE RESELLER TOLL TARIFF

G. RESPONSIBILITY OF CUSTOMER (continued)

5. Payment and Charges for Service (continued)

f. Disputed Bills (continued)

- (2) The date of the dispute shall be the date Company receives sufficient documentation to enable it to investigate the dispute.
- (3) If Customer and Company are unable to resolve the dispute to their mutual satisfaction, Customer may file a complaint with the Public Utility Commission. Customer complaints and/or billing disputes should be filed with the Commission at the following address:

Commonwealth of Kentucky  
Public Service Commission  
211 Sower Blvd  
Frankfort, KY 40602-0615

H. DEPOSITS

Company does not require deposits.

I. TAXES


- 1. Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of Customer to pay any such taxes that subsequently become applicable retroactively.
  - a. All state and local taxes are listed as separate line items on Customer's bill and are not included in the quoted rate(s). Other taxes, charges and regulatory assessments may be identified in the aggregate on Customer's bill and are not be included in the quoted rate.
  - b. Such taxes, charges, and assessments shall be billed to Customer receiving service within the territorial limits of such State, county, city or other taxing authority. Such billing shall allocate the tax, charge, and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge, and/or assessment.
  - c. Rates and charges for Company's services, as stated in Company's rate schedule, do not include federal excise tax or those state and local taxes which are required to be paid on the point of sale. The tariffed rate does include those state and local taxes which are required to be paid on the usage of the underlying telecommunication service when that service originates and terminates within a particular tax jurisdiction.

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INTEREXCHANGE RESELLER TOLL TARIFF**J. RESPONSIBILITY OF CARRIER****1. Calculation of Credit Allowance**

Pursuant to limitations set forth in Section G (3), when service is interrupted the credit allowance will be computed on the following basis:

- a. No credit shall be allowed for an interruption of less than two hours.
- b. Customer shall be credited for an interruption of two hours or ore for as long as the interruption continues.
- c. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- d. If notice of a dispute as to charges is not received in writing by Company within 30 days after billing is received by Customer, the invoice shall be considered correct and binding on Customer, unless extraordinary circumstances are demonstrated.

**2. Cancellation of Credit**


Where Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

**3. Disconnection of Service by Company**

Customer's telecommunications service may be disconnected if a bill has not been paid or a payment arrangement has not been entered into within thirty (30) days from the date of mailing of a bill provided proper notice has been given. Company may discontinue and/or suspend service without incurring any liability for any of the following reasons:

- a. Non-payment of an undisputed delinquent account or the undisputed portion of an account where a dispute exists as to part but not all of an amount billed by Company or failure to comply with the terms of a payment arrangement.
- b. Violation of Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment, where a reasonable attempt has been made by Company to notify Customer and Customer does not remedy the situation.

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INTEREXCHANGE RESELLER TOLL TARIFFJ. RESPONSIBILITY OF COMPANY (continued)3. Disconnection of Service by Company (continued)

- c. Immediately and without notice, where a dangerous condition exists for as long as the condition exists or where service is connected without authority by a person who has not made application for service or who has reconnected service following suspension of service for nonpayment. Where reasonable, given the nature of the hazardous condition, a written statement providing notice of suspension and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
- d. Unless otherwise stated, Company will provide Customer with written notice prior to any discontinuation of service. Such notice will be made in accordance with Section 4.7 of the Telephone Rules of the Commission, and will consist of a separate mailing or hand delivery at least ten (10) days prior to stated date of suspension or disconnection. Company will not issue late notices or disconnect notices to Customer earlier than the first day the bill becomes delinquent.
- e. The suspension or discontinuance of service(s) by Company pursuant to this Section does not relieve Customer of any obligation to pay Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- f. Upon Company's discontinuance of service to Customer under this Section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to Company at law or in equity or under any other provision of this Tariff.

K. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

L. TIMING OF CALLS

1. Start of Billing. Customer's long distance usage charge is based on the actual usage of Company's network. Usage begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as a usage of the network. A call is terminated when the calling or called party hangs up.

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INTEREXCHANGE RESELLER TOLL TARIFFL. TIMING OF CALLS (continued)

2. Billing Increments. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is one minute for a connected call. Unless otherwise specified in this Tariff, calls are billed in one minute increments thereafter. Billing will be rounded to the nearest penny for each call.

M. START OF BILLING

For billing purposes, the start of service is the day following acceptance by Customer of Company's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Company of notification of cancellation.

N. INTERCONNECTION

1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Company. Service furnished by Company is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at Customer's expense.
2. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' Tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

O. CALCULATION OF DISTANCE

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.


Formula:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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INTEREXCHANGE RESELLER TOLL TARIFF

SECTION III. - RATES AND CHARGES

A. Interexchange Service Rates and Charges

1. Prepaid Long Distance Service

Price Per Unit purchased in packs of 2000:  
(measured in one minute increments) \$0.0075

Price Per Unit purchased in packs of 100:  
(measured in one minute increments) \$0.075

2. Prepaid Card Service

Price Per Unit:  
(measured in one minute increments) \$0.25

Surcharges: A per-call surcharge of \$0.50 will apply to Prepaid Card calls made from a payphone.

3. Directory Assistance Service

Rate per directory assistance call: \$1.50

4. Operator Service Charges

	<u>Call Placement Charge Or Connection Fee</u>
Station-to-Station	\$3.95
Person-to-Person	\$4.90
Collect Station-to-Station	\$3.95
Collect Person-to-Person	\$4.90
Third-Party Billing	
Station-to-Station	\$3.95
Person-to-Person	\$4.90
Operator-Dialed Surcharge	\$1.15

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