

BINGHAM

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Our file no.: 4206450001

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NOV 25 2009

PUBLIC SERVICE
COMMISSION

November 24, 2009

Via Overnight Courier

Jeff R. Derouen, Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40602-8294

**Re: IDS Telecom Corp. and Now Communications, Inc.
Request to Surrender Authorizations to Provide Intrastate
Telecommunications Services**

Dear Mr. Derouen:

IDS Telecom Corp. ("IDS") and NOW Communications, Inc. ("NOW") request that the Kentucky Public Service Commission ("Commission") cancel their Certificates of Public Convenience and Necessity authority granted by, and rescind all tariffs on file with, the Commission to provide local exchange and interexchange telecommunication services, effective immediately.

In Kentucky, IDS is authorized to provide local exchange services (Utility ID 5054740) and interexchange services (Utility ID 2220574). NOW is authorized to provide local exchange services (Utility ID 5054140) and interexchange services (Utility ID 22205414). IDS and NOW, however, no longer provide telecommunications services in Kentucky following the completion of the migration of IDS and NOW's customers to Birch Communications on August 25, 2009.¹ IDS and NOW, therefore, no longer require their authorizations and are in the process of winding their business down and dissolving, which IDS and NOW intend to complete by mid-December 2009. Because IDS and NOW do not serve any customers or have any active operations in Kentucky, IDS and NOW respectfully submit that the surrender of their authorizations and withdrawal of their tariffs is reasonable and necessary and will not be disruptive to the present or future public interest, convenience and necessity.

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¹ See May 20, 2009 letter notifying the Commission of the transfer of assets and customers from IDS and NOW to Birch Communications.

TARIFF BRANCH
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COMMISSION
OF KENTUCKY

Jeff R. Derouen, Executive Director
November 24, 2009
Page 2

An original and ten (10) copies of this notice are enclosed for filing. Please date-stamp the extra copy and return it in the self-addressed, postage-paid envelope provided. Should you have any questions regarding this filing, please do not hesitate to contact the undersigned.

Respectfully submitted,



Catherine Wang
Brett P. Ferenchak

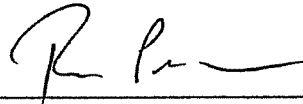
Counsel to IDS Telcom Corp. and NOW Communications, Inc.



VERIFICATION

I, Randy Muench, state that I am President of IDS Telcom Corporation ("IDS") and NOW Communications, Inc. ("NOW"), the parties in the foregoing filing; that I am authorized to make this Verification on behalf of IDS and NOW; that the foregoing filing was prepared under my direction and supervision; and that the statements in the foregoing filing are true and correct to the best of my knowledge, information, and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 24 day of October, 2009.



Name: Randy Muench

Title: President

IDS Telcom Corporation

NOW Communications, Inc.



Schedule of Rates, Rules and Regulations
Governing Resale of Local Exchange Service
Provided in the State of Kentucky

OFFERED BY

Now Communications, Inc. d/b/a Cleartel Communications
2855 South Congress, Suite B
Delray Beach, FL 33445
(888) 389-1400

(T)
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PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 05 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issued: May 5, 2004

Effective: June 5, 2004

Ken Baritz, President
Now Communications, Inc. d/b/a Cleartel Communications
2855 South Congress, Suite B
Delray Beach, FL 33445

CHECK SHEET

The following pages are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>Page</u>	<u>Revision Level</u>		<u>Page</u>	<u>Revision Level</u>	
1	First Revised		28.5	Original	
1.1	Ninth Revised	*	28.6	Original	
2	First Revised		28.7	First Revised	
3	First Revised		29	First Revised	
4	Third Revised		29.1	Original	
5	First Revised		29.2	First Revised	*
6	First Revised		29.3	First Revised	*
7	First Revised		30	First Revised	
8	First Revised		31	Second Revised	
9	First Revised		32	First Revised	
10	First Revised		33	Third Revised	
11	First Revised		34	Second Revised	
12	First Revised		35	First Revised	
13	First Revised		36	Original	
14	First Revised		37	Original	
15	First Revised		38	Original	
15.1	First Revised		39	Second Revised	
16	Second Revised		40	First Revised	
17	First Revised				
18	First Revised				
19	First Revised				
20	First Revised				
21	First Revised				
22	First Revised				
23	First Revised				
24	First Revised				
25	First Revised				
26	First Revised				
27	First Revised				
28	First Revised				
28.1	Original				
28.2	Original				
28.3	Original				
28.4	Original				

**Indicates tariff pages included with this filing.*

Issued: March 30, 2009

Randall P. Muench, President - Chief Marketing Officer
12124 High Tech Avenue, Suite 100
Orlando, FL 32817

Effective: March 31, 2009



SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify a change in regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (Y) To signify a reference to other published tariffs.
- (Z) To signify a correction.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

JUN 05 2004

**PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

BY  _____
EXECUTIVE DIRECTOR

Issued: May 5, 2004

Ken Baritz, President
Now Communications, Inc. d/b/a Cleartel Communications
2855 South Congress, Suite B
Delray Beach, FL 33445

Effective: June 5, 2004

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BY SC Effective: June 5, 2004
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TARIFF BRANCH
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PUBLIC SERVICE
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OF KENTUCKY

Issued: December 16, 2008

Effective: December 17, 2008/2008

Randy Muench, President - Chief Marketing Officer (T)
12124 High Tech Avenue, Suite 100 (T)
Orlando, FL 32817 (T)

TARIFF FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revisions Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Kentucky Public Service Commission. For example, the 4th revised Page 34 cancels the 3rd revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i)
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BY  EXECUTIVE DIRECTOR
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Ken Baritz, President
Now Communications, Inc. d/b/a Cleartel Communications
2855 South Congress, Suite B
Delray Beach, FL 33445

INTRODUCTION

This tariff (Tariff) contains the regulations and rates applicable to the furnishing in Intrastate, common carrier telecommunication resale services by Now Communications, Inc. d/b/a Cleartel Communications (hereinafter sometimes referred to as "Now" or "the Company") between various locations of the State of Kentucky. Service is provided in each operating area in which BellSouth Telecommunications, Inc., Verizon South, and Cincinnati Bell are authorized to provide service.


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**PUBLIC SERVICE COMM.
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BY  **EXECUTIVE DIRECTOR** June 5, 2004

Issued: May 5, 2004

Ken Baritz, President
Now Communications, Inc. d/b/a Cleartel Communications
2855 South Congress, Suite B
Delray Beach, FL 33445

1. **TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used throughout this Tariff are defined below.

Access Code

“Access Code” means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

Authorized User

“Authorized User” means a person, firm, company, corporation, or other entity who is authorized by the Customer to take Service under this Tariff.

Automatic Number Identification (ANI)

“Automatic Number Identification” or “ANI” refers to the calling telephone number identification, which will be forwarded to the Carrier’s network by the Local Exchange Company (“LEC”) as a call is placed. Feature Group D interconnections are used to gain access to a Carrier’s switched telecommunications service.

Carrier

“Carrier” means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

“Commission” means the Kentucky Public Service Commission.

Credit(s)

“Credit(s)” has the meaning set forth in Section 2.24 hereof.

Credit Allowances

“Credit Allowances” has the meaning set forth in Section 2.24 hereof.

Customer


“Customer” means the person, firm, company, corporation, or other entity who, pursuant to a Service Order orders Service(s) under this Tariff. Customer shall include both residential and business customers.

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PURSUANT TO 807 KAR 011
Section 9 June 5, 2004
BY  EXECUTIVE DIRECTOR

1. **TECHNICAL TERMS AND ABBREVIATIONS (continued)**

Customer Information Bulletin

"Customer Information Bulletin" means that information described subsequently in this tariff and mailed or delivered to the Customer after receipt of the Service Order.

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

"Holidays" means all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Interruption

"Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by subscriber for a continuous period of thirty (30) minutes or more.

Local Exchange Carrier ("LEC")

"LEC" means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" ("LATA") means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which an LEC provides communications service.

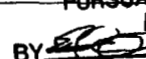
Minimum Service Period

"Minimum Service Period" (or "MSP") means the initial minimum period of time during which Customer takes Services under this Tariff, which is 30 days.

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OFFICE OF THE SECRETARY

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Now Communications, Inc. d/b/a Cleartel Communications
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Delray Beach, FL 33445

1. **TECHNICAL TERMS AND ABBREVIATIONS (continued)**

Other Providers

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Prepaid Residential Telecommunications Service ("Prepaid Service")

"Prepaid Residential Telecommunications Service" ("Prepaid Service") is resold basic local telecommunications services, including local calling ("dial tone"), for which the Company will not perform consumer credit checking or application screening. Under Prepaid Service the Company will not require a deposit from the customer. This term shall also have the meaning set forth in Section 3.1 hereof.

Processing Fee

"Processing Fee" (also "Sign Up Fee") means a fee charged by the company at the time service is ordered to process the customer's Service Order and connect service.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s), (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

"Resale Tariff(s)" means the tariff(s) of one or more Underlying Carriers, which is BellSouth Telecommunications, Inc.

Scheduled Interruption


"Scheduled Interruption" means an Interruption, which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

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Ken Baritz, President
Now Communications, Inc. d/b/a Cleartel Communications
2855 South Congress, Suite B
Delray Beach, FL 33445

PURSUANT TO 807 KAR 5.011
EFFECTIVE JUNE 5, 2004
BY  EXECUTIVE DIRECTOR

1. **TECHNICAL TERMS AND ABBREVIATIONS (continued)**

Service(s)

"Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Tariff.

Service Commencement Date

"Service Commencement Date" means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order

"Service Order" means (i) an agreement between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

Subscriber

"Subscriber" means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

TDD

"TDD" means a Telecommunications Device for the Deaf.

Termination (Terminate)

"Termination" (or "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.

Third Party Billing Companies

"Third Party Billing Companies" means, collectively, any clearinghouse, LEC's, or Other Providers, credit card companies or other third parties who bill Customers for Services on the Company's behalf.

Underlying Carrier(s)

"Underlying Carrier(s)" means the LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Tariff.

PUBLIC SERVICE COMMISSION
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SECTION 9(1)

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Ken Baritz, President
Now Communications, Inc. d/b/a Cleartel Communications
2855 South Congress, Suite B
Delray Beach, FL 33445

2. RULES AND REGULATIONS

The Company is a reseller of regulated local exchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements or Resale Tariffs, which are on file with, and have been approved by, the Commission.

2.1 Undertaking of the Company

- 2.1.1 Obligation to Provide Service. The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set for in a Service Order (or, if not date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern. The Service Order becomes a contract upon the establishment of service or provision of any ordered facilities.
- 2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.
- 2.1.3 Right to Block Services in the Event of Fraud. The Company reserves the right to block Services to any Subscriber location without any liability whatsoever, in the event that the Company detects or reasonably suspects fraudulent or unlawful use of the Services at said location.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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Now Communications, Inc. d/b/a Cleartel Communications
2855 South Congress, Suite B
Delray Beach, FL 33445

2. RULES AND REGULATIONS (continued)

2.2 Responsibility and Use

2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited.

2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Resale Tariff(s).

2.4 (RESERVED)

2.5 Interconnection


2.5.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.

2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment, and other facilities necessary to interconnect the facilities of the Customer and Other Providers must be provided at the Customer's sole expense.

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Ken Baritz, President
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PURSUANT TO 807 KAR 5:011
SECTION 9(1)
BY  EFFECTIVE: June 5, 2004
EXECUTIVE DIRECTOR

2. RULES AND REGULATIONS (continued)

2.6 Equipment

2.6.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation, personnel, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.

2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulation (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

2.6.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.7 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.


2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while in the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

PUBLIC SERVICE COMMISSION
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Now Communications, Inc. d/b/a Cleartel Communications
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Delray Beach, FL 33445

2. RULES AND REGULATIONS (continued)

2.9 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or Subscriber with Regulation (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.11 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use.

2.12 Minimum Service Period

The initial Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP upon written or oral notice to the other.

2.13 Service Order Cancellation and Refund of Processing Fee and MSP Recurring Charges


If a Customer cancels the Service Order, the Processing Fee (described later in this Tariff) and the recurring charges for the MSP are subject to refund at any time before Service is commenced pursuant to the Customer's Service Order. The Preceding notwithstanding, the Processing Fee and the recurring charges for the MSP shall be refundable to the Customer upon cancellation if cancellation is requested within 10 business days after mailing or delivery of the Customer Information Bulletin described in this Tariff.

PUBLIC SERVICE COMMISSION
of Florida
EFFECTIVE

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Ken Baritz, President
Now Communications, Inc. d/b/a Cleartel Communications
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Delray Beach, FL 33445

PURSUANT TO 807 KAR 10.011
SECTION 9.10
Effective: June 5, 2004
BY  EXECUTIVE DIRECTOR


2. RULES AND REGULATIONS (continued)

2.14 Billing and Payments

- 2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access.
- 2.14.2 All amounts stated on each monthly bill are due and payable as set out in Paragraph 2.14.4
- 2.14.3 Customers may pay for service by credit card, money order, or cash at a Company authorized Agent location. Payments for service mailed to the Company must be in the form of a Money Order or Certified Check. The Company accepts credit card payments by telephone. Payment for reconnection of service as provided in this Tariff may be made in any reasonable manner.
- 2.14.4 Charges for Prepaid Service will be mailed to Customer on a monthly (30 days) basis, in advance, on or about the 22nd day of each month for the following month's service, and shall be due 10 days thereafter.
- 2.14.5 The Company issues bills on a monthly basis, received by the Customer on or about the same day each month.
- 2.14.6 The Company will not alter the billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a Customer requests a number or billing change or when the Customer disconnects and reconnects service or transfers service from one premises to another.
- 2.14.7 The Company allows customers at least 21 days to pay bill charges. The Company may set forth the following on residential bills:
- A. the number of access lines for which charges are stated;
 - B. the beginning or ending dates of the billing period;
 - C. the date the bill becomes delinquent if not paid on time;
 - D. the unpaid balance (if any);
 - E. the amount for basic service and an itemization for the amount due for toll service, if applicable, including the date and duration of each toll call;
 - F. an itemization of the amount due for taxes, franchise fees, Relay Kentucky surcharge, 911 surcharges (if applicable), Kentucky Lifeline Support, and other surcharges as may be necessary and appropriate;

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BY  EXECUTIVE DIRECTOR

2. RULES AND REGULATIONS (continued)

2.14 Billing and Payments (continued)

- G. the total amount due; and
- H. the Company's name and a toll-free telephone number where inquiries may be made.

2.14.8 If any portion of the payment is not received by the bill due date 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 \$5.00 plus 1.5% per month of the past due balance 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.

2.14.9 Billing Fee

Customers will be given the option to select electronic bill receipt through the Internet on a non-discriminatory basis. Customers who do not elect to receive offered electronic billing will be subject to a \$1.00 per month paper bill fee.

2.14.10 Number Portability Administration Fee

A Number Portability Administration Fee will be charged per Customer, per line, per month for all wholesale, business and residential Customers to pay a prorated share of that national number administration charges. This charge is uniformly applied to all Customers, as required by FCC regulations.

	<u>Monthly recurring charge</u>
Per line per month	\$ 0.35

2.14.11 Payment Convenience Fee

Customers making credit card or check payments by calling in to our customer service and/or payment assistance departments will be assessed a \$5.00 Payment Convenience Fee the day of the transaction

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(N)

Certain material now found on this page was previously located on Page 16.

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2. RULES AND REGULATIONS (continued)

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2.14 Customer Cancellation of Service

If the customer cancels service after ten days passes from connection, the prepaid service charges, plus associated taxes, shall be pro-rated for the actual number of days during which service has been provided with the non-used portion being refunded to the customer after the first month of service.

2.15 Deposits

The Company does not require a deposit.

2.16 Taxes

The Customer is responsible for payment of any and all municipal taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. Taxes and surcharges for Prepaid Service will be billed by the Company on Customer's invoice and are in addition to any rates set forth in this Tariff.

2.18 Discontinuation

2.18.1 Service may be discontinued in compliance with Commission regulations for any of the following reasons:

- 2.18.1.A nonpayment of an undisputed delinquent charge;
- 2.18.1.B unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- 2.18.1.C failure to substantially comply with terms of a settlement agreement;
- 2.18.1.D refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
- 2.18.1.E material misrepresentation of identity in obtaining telephone utility service;
- 2.18.1F as approved by federal or state law.

Certain material previously found on this page is now located on Page 15.1.

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2. RULES AND REGULATIONS (continued)

2.18 Discontinuation (continued)

2.18.2 Service may not be discontinued by the Company for customer's failure to pay charges not subject to Kentucky Public Service Commission's jurisdiction, unless specifically authorized in this tariff.

2.18.3 Residential service may be discontinued during normal business hours on or after the date specified in the invoice. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such day.

2.18.4 Customers shall have at least 21 days from the rendition of a bill to pay the charges stated.

2.19 Restoration of Services


The customer's telephone service is subject to suspension and disconnection for any of the reasons listed in Section 2.20.1. If the customer does not resolve the reason for suspension or disconnection, the customer's service will first be suspended. If service is suspended, the customer's telephone number is reserved for 5 days, and if the customer is reconnected within that time, the customer will be charged a reconnection fee as set out in Section 4.2. If the reason for suspension has not been resolved within the 5 day period of suspension, the customer's service will be disconnected. If service is disconnected, a new telephone number will be assigned and the customer will be again required to pay the applicable Connection Fee. Prior to any reconnection the customer must pay any unpaid charges that are undisputed.

2.20 Limitation of Liability

2.20.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowance pursuant to the provisions of Section 2.24 hereof.

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SECTION 9(1)

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Ken Baritz, President
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2. RULES AND REGULATIONS (continued)


2.20 Limitation of Liability (continued)

- 2.20.2 To the extent permitted by an applicable Regulation, the Company's liability for negligence will also be limited to the amount described herein.
- 2.20.3 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.
- 2.20.4 Except as caused by willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the company.
- 2.20.5 Any action or claim against the Company arising from any of its alleged acts or omission in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

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Ken Baritz, President
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2855 South Congress, Suite B
Delray Beach, FL 33445

2. RULES AND REGULATIONS (continued)

2.21 Disclaimer The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

2.22 Indemnification

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the others request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in liability to the indemnified party.

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2855 South Congress, Suite B
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BY  **EXECUTIVE DIRECTOR**
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2. RULES AND REGULATIONS (continued)

2.23 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.23.1 libel or slander resulting from Subscriber's use of the Services;

2.23.2 any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the service or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;


2.23.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by and Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE or with other Subscriber-provided facilities or services; and

2.23.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

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Ken Baritz, President
Now Communications, Inc. d/b/a Cleartel Communications
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2. RULES AND REGULATIONS (continued)

2.24 Credits and Credit Allowances

2.24.1 Credit ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the company) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such credits are to be calculated by multiplying the monthly recurring rate (if any), for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours). An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is being rounded to the nearest hour.

2.24.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee, subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s), which Company receives from the Underlying Carrier. Any other provision of this Section 2.24 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.

2.24.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.24; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Service to the expiration of the Minimum Service Period.

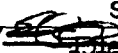
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2. RULES AND REGULATIONS (continued)

2.25 Local Calling Area

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with that Underlying Carrier's existing local exchange boundary maps as approved by the Commission.

2.26 Access to Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirement related thereto.

2.27 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

2.28 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Underlying Carriers' facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

2.29 Full Force and Effect

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

2.30 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.31 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Kentucky.


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2. RULES AND REGULATIONS (continued)

2.32 Assignment

2.32.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.32.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.


2.33 Operator Services

The Company does not provide operator services.

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3. DESCRIPTION OF SERVICES

3.1 Resold Local Exchange Service

Resold local exchange service is provided by the Company through resale of local exchange access and local exchange service provided by an Underlying Carrier. The Company's Services consist of (i) Prepaid Service, (ii) Optional Service Features, (iii) Directory Listing Service, and (iv) 911 Service where available.

3.1.1 Prepaid Service is a prepaid, switched, intrastate, telecommunications service, which permits Customers to establish communications between two locations within the State of Kentucky. Prepaid Service is available only within Local Calling Area as described in Section 2.25.

3.1.1.A Prepaid Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Director Listing. The Company's Prepaid Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place call to toll-free "800" or "888" telephone numbers. The Company's Prepaid Service does not permit a Customer to originate call to direct dial (1+) or (0+) toll services; to caller-paid information services (e.g., "900", "976"); or (0-) access or services. Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

3.1.1.B Standard Features. Each Prepaid Service Customer is provided with only local exchange service.

3.1.1.C Optional Features. Prepaid Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial, (vii) Voice Mail, and (viii) Unpublished Number.

3.1.1.D Rates and Charges. The Company will charge a Prepaid Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.4.1.

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3. DESCRIPTION OF SERVICES (continued)

3.1 Resold Local Exchange Service (continued)

3.1.2 Optional Service Features

- 3.1.2.A Call Waiting. A tone signals the Subscriber to indicate that another call is waiting. The Subscriber can answer the second call by flashing the switchhook or by hanging up the phone.
- 3.1.2.B Call Forwarding. The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.
- 3.1.2.C Three Way Calling. The Subscriber may sequentially call up to two other Customers' telephone numbers and add the call together making a three-way call.
- 3.1.2.D Unpublished Number. The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.1.2.E Speed Dial. The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code.
- 3.1.2.F Call Return. The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.
- 3.1.2.G Caller ID. This feature enables the customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls.

When Caller ID is activated on a customer's line, the CPN of incoming calls is displayed on the called CPE during the first long silent interval of the ringing cycle.

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Delray Beach, FL 33445

3. DESCRIPTION OF SERVICES (continued)

3.1 Resold Local Exchange Service (continued)

3.1.2 Optional Service Features (continued)

3.1.2.G Caller ID. (continued)

Per line blocking for the blocking of CPN will be available upon request, at no charge, to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers where an executive officer of the agency registers a need for blocking and provides the required certification of the Company: (a) private, nonprofit, tax exempt, domestic violence intervention agencies and (b) federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call.


Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (#82 on their Touch Tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (#67 on the Touch Tone pad or 1167 from a rotary phone) immediately prior to place a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the Call ID customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephone Service. If the Caller ID customer also subscribe to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls. **PUBLIC SERVICE COMMISSION OF KENTUCKY** has been blocked. **EFFECTIVE**

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PURSUANT TO 807 KAR 5:011
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BY  EXECUTIVE DIRECTOR

3. DESCRIPTION OF SERVICES (continued)

3.1 Resold Local Exchange Service (continued)

3.1.2 Optional Service Features (continued)

3.1.2.G Caller ID. (continued)

Any customer subscribing to Caller ID will be responsible for the provision of a display device, which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

3.2 Directory Listing Service

3.2.1 The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customers' main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange areas.

3.2.2 The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.

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3. DESCRIPTION OF SERVICES (continued)

3.2 Directory Listing Service (continued)

3.2.3 The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.

3.2.4 In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.3 911 Emergency Service ("911 Service")

3.3.1 The Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.

3.3.2 At the time the Company provides local basic service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.

3.3.3 The Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

3.3.4 The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity.

3.3.5 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunction in 911 Service.

3.3.6 By dialing 911, the 911 Service calling party waives all privacy right afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, address associated with the originating station location are furnished to the Public Safety Answering Point.

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BY  EXECUTIVE DIRECTOR

3. DESCRIPTION OF SERVICES (continued)

3.4 Access Line Service For Payphone Service Providers Telephones

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- 3.4.1 Access line service for Payphone Service Provider (PSP) Telephones is an exchange line service provided at the request of a subscriber for telecommunications use by the general public. Exceptions to this service pertaining to inmates served within the confines of penal, correctional or mental institutions is provided in this section.
- 3.4.2 This access line service is provided on a flat rate basis.
- 3.4.3 This access line service is provided for use with PSP noncoin-operated public telephones or PSP coin-operated public telephones. PSPs telephones that accept coins shall accept coins of various denominations and shall be capable of returning unused coins.
- 3.4.4 Completion of local messages is provided by the Company.
- 3.4.5 The subscriber shall be responsible for the installation, maintenance and operation of PSP telephones used in connection with this service.
- 3.4.6 PSP telephones must be connected to the Company network in compliance with Part 68 of the F.C.C. Rules and Regulations.
- 3.4.7 The service is furnished subject to the condition that all applicable regulations in this Tariff will be adhered to, with the exception of the restriction upon the use of service and prohibition of payment to the customer by another for use of the service.
- 3.4.8 The service is provided for use by the subscriber but may be used by others when so authorized by the subscriber, provided that all such usage is subject to the provisions of this Tariff.
- 3.4.9 This service is not subject to concessions.
- 3.4.10 Suspension of service is not available to Access Line Service for PSPs unless the instrument is totally inaccessible to the general public on a temporary basis. In all cases, the decision to permit temporary suspension of service for Access Line Service for PSPs rests with the Company. If the service is suspended, it will be at full rate.
- 3.4.11 Access line service for PSP telephones containing other classes of service.

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3. DESCRIPTION OF SERVICES (continued)

3.4 Access Line Service For Payphone Service Providers Telephones (Continued)

- 3.4.12 This access line includes an optional screening feature to prevent third number and collect calls from being billed to the subscriber's line. The operator also can not perform coin collecting functions.
- 3.4.13 The Company is not responsible for refunds of coins deposited in PSP coin-operated public telephones.
- 3.4.14 PSP telephones may not be attached to other types of access lines.
- 3.4.15 The subscriber to this service will be responsible for any and all toll charges billed to the subscriber's account.
- 3.4.16 The instrument must display information on the name, address, and telephone number of the person or entity responsible for the pay phone where callers can obtain assistance when problems occur with pay telephone service. PSPs shall provide and post on or near the pay phone:
- 3.4.16.A The name and phone number of the owner of the instrument.
 - 3.4.16.B The operating instructions of the instrument.
 - 3.4.16.C A cost-free method for reporting complaints and obtaining refunds.
- 3.4.17 The subscriber shall insure that the instrument is FCC registered and is in accordance with all hearing impaired (hearing aid compatible) and handicapped person requirements. This includes adherence to federal requirements for size of digits on the instrument and height regulations for disabled persons and use of letterless keypads is prohibited.
- 3.4.18 The caller must be able to access 911 Emergency Service (where available), free and without the use of a coin.
- 3.4.19 PSPs shall offer toll free access to 800/8XX numbers.
- 3.4.20 Access lines to this service must be dedicated with one line for each station and shall not be connected behind a PBX or other line concentration device with exception to Payphone Service Provider Inmate Calling Service as defined in this tariff.

(N)

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3. DESCRIPTION OF SERVICES (continued)

3.4 Access Line Service For Payphone Service Providers Telephones (Continued)

(N)

- 3.4.21 PSPs that provide access to long-distance services shall:
- 3.4.21.A Comply with the operator service provider restrictions as described in KPSC Administrative Case No. 330, Policy and Procedures in the Provision of Operator-Assisted Telecommunications Services.
 - 3.4.21.B Allow access to all certified long-distance carriers through 1-700, 1-8XX, 1-950, or 101XXXX dialing. Access to the services of long distance carriers shall not be blocked or intercepted by PSPs or traffic aggregators. Such calls shall be routed to the network as dialed by the end user.
 - 3.4.21.C Allow access to Company operators. All "0-" calls shall be initially routed to the Local Exchange Company and shall not be blocked or intercepted by PSPs or traffic aggregators. Such calls shall be routed to the network as dialed by the end user.
 - 3.4.21.D Provide stickers to be placed on or near the telephone equipment specifying the name, address and telephone number of the entity to which the set is presubscribed for operator services.
 - 3.4.21.E Require that any operator service provider that rates and bills calls originated from the PSP instrument identify themselves to end-users at least once during every call before any charges are incurred.
 - 3.4.21.F Provide a way for any caller, upon request, to be informed as to the applicable rates.
 - 3.4.21.G Not accept calling cards for billing purposes if they are unable to validate the call.
- 3.4.22 For customers subscribing to Caller ID - Deluxe, if the incoming call originates from a PSP set, the name information transmitted will always be "Pay Phone".
- 3.4.23 PSPs shall not charge for calls not completed.
- 3.4.24 PSPs that accept coins shall accept coins of various denominations and shall be capable of returning unused coins.

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3. **DESCRIPTION OF SERVICES (continued)**

3.5 **Payphone Service Provider Inmate Calling Service (PSPICS)**

(N)

3.5.1 Access line service for Payphone Service Provider (PSP) telephones is provided for exclusive use of inmates (hereafter called Payphone Service Provider Inmate Calling Service, or PSPICS) served within the confines of a penal, correctional or mental institution.

3.5.2 Except as modified herein, applicable regulations and requirements as set forth elsewhere in this section for PSP telephones will apply to PSPICS.

3.5.3 In lieu of Access Line Service for PSPs as described elsewhere in this section, CPE stations subscribing to PSPICS are provisioned by the customer as follows:

3.5.3.A May be arranged for outward only calling.

3.5.3.B May be arranged to terminate calls after a certain amount of conversation time, or in cases of emergency in accordance with any Rules and Regulations of the Commission and upon notification to the Company of such an arrangement. The Company will not provide credit or equivalent service to the called or calling parties for such calls.

3.5.3.C Shall be arranged to block Directory Assistance calls.

3.5.3.D Unrestricted pay telephone service may be provided at the administrator's request in a fully supervised location.

3.5.3.E Except as provided following, shall be arranged to allow only 0+ collect calls for local, intraLATA, and interLATA calls and to block all other calling including, but not limited to, local direct, credit card, third number, 1+ sent-paid, 0+ sent-paid, 0- sent-paid, all 0-, 700, 8XX, 900, 976, 950, 911, and 101XXXX. Where, however, the customer-provided stations can block additional digit dialing after initial call set-up, 1+ long distance and seven digit local calling may be permitted.

3.5.3.F May be arranged for seven digit sent-paid local calling and for 0+ collect calling for intraLATA, and interLATA calling.

3.5.3.G May be arranged to limit individual inmate calls to approved telephone numbers.

3.5.3.H May be arranged to block access to certain telephone numbers

(N)

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Executive Director

3. DESCRIPTION OF SERVICES (continued)

3.5 Payphone Service Provider Inmate Calling Service (PSPICS) (Continued)

(N)

3.5.3.I At the request of the facility administrator, call detail information, such as date and time of call, duration of calls, and called and calling telephone numbers, may be furnished to the facility where prison authorities stipulate such information appropriate in preventing or identifying abuse or unlawful use of service and where the prison authorities stipulate that the provision of such information is not in violation of any federal, state or local laws, regulations or orders.

3.5.3.J At the request of the facility administrator inmate service located at correctional or mental health facilities, may be provided with automated collect or debit card service for local, intraLATA and interLATA calls.

3.5.4 Rates and charges for access line service for PSPICS are equivalent to that of a PSP.

3.5.5 A notice shall be conspicuously displayed near PSPICS telephones which notifies inmates that the prison facility may monitor, time and restrict service from such phones and that information, such as date and time of call, duration of call, and originating and terminating number, may be furnished to the facility, and further, that the use of these telephones constitutes consent to this service.

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By 
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3. DESCRIPTION OF SERVICES (continued)

3.6 LifeLine Service

(N)

The following Terms, conditions, and restrictions are in addition to those applicable to prepaid Basic local Service.

3.6.1 Restriction - Lifeline Service is for residential use only. One lifeline service is available per household. Lifeline Service can only be associated with the primary residential connection and may not be applied to multiline packages. The name on the account MUST match the name of the person who proves they are eligible for Lifeline as defined below.

3.6.2 A deposit is not required if Toll Blocking (optional) is elected by the Customer. Toll Blocking shall be available at no charge. A deposit may be required for Lifeline Customers if Toll Blocking is not employed; such deposit is at the sole discretion of the Company.

3.6.3 Lifeline Service may not be disconnected for non-payment of toll charges or ancillary services, but may be disconnected for non-payment of basic local service charges, taxes and fees. Access to toll or ancillary service may be denied for non-payment of regulated (basic or non-basic) local charges.

3.6.4 Restriction Eligibility - This service is restricted to low income residential Customers. The Customer must provide proof of eligibility in any of the qualifying low income assistance programs listed below, or a valid application form to the Company, signed, under penalty of perjury if falsely submitted, stating that the Customer is certified as income eligible because they participate in at least one of the following programs:

- Temporary Assistance to Needy Families (TANF), previously known as AFDC;
- Supplemental Security Income (SSI);
- Food Stamps;
- Medicaid;
- Federal Public Housing
- Low Income Home Energy Assistance Program;
- National School Free Lunch Program.

Upon request, a Customer will be sent an application form to be completed by the Customer or authorized representative of the Customer.

(N)

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3. DESCRIPTION OF SERVICES (continued)

3.6 LifeLine Service (continued)

3.6.5 All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

3.6.6 Restriction - Responsibility for Proof of Eligibility. The Customer is wholly responsible for proof of eligibility. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the Administration of the Lifeline plan.

Life Line services are effective upon receipt of a completed valid and signed application form or a proof of eligibility certified from an entity authorized by the Company. If the form requested by the Customer is not returned, no further action is taken by the Company to establish eligibility. The Life Line discount is credited as of the service connection date, or the receipt of a valid and properly authorized application form, whichever occurs later.

3.7 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.

(N)
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(N)

Issued: May 16, 2008

Randall P. Muench, President - Chief Marketing Officer
2855 South Congress
Delray Beach, FL 33445

Effective: May 17, 2008



4. **RATES**

a. Return Check Charge

The Customer will be charged twenty dollars (\$20.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

b. Reconnection Fee

A customer will be charged a fee of \$20.00 for reconnection after suspension of service. If the Customer is reconnected after disconnection of service, the Customer shall be assigned a new telephone number and shall pay the applicable Connection Fee prior to reconnection. Prior to any reconnection allowed under this Tariff the customer must pay any unpaid charges that are undisputed.


c. Promotions

Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, time (not to exceed one year), and/or locations, and shall be subject to prior notification to and approval by the Commission.

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Ken Baritz, President
Now Communications, Inc. d/b/a Cleartel Communications
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4. RATES, (Cont'd.)

4.3 Promotions, (Cont'd.)

4.3.1 Prepaid Plan Promotion

The "Prepaid Plan" Promotion is available to new Customers who subscribe to either the Basic, Enhanced or Unlimited Prepaid Plan during the period from February 13, 2008 to March 31, 2008.

The Nonrecurring Installation Charge and first month's Monthly Recurring Charge will be waived. As long as the Customer does not make any modifications during the initial 60-day period.

Depending on the plan in which the Customer initially enrolls, the Company may provide, at no charge, one or more additional custom calling feature(s) in addition to the Standard Features offered on that plan. These additional features will be available at no extra charge to the Customer during the promotional period. Once the promotional period has ended, the Customer may retain the additional features by paying the standard monthly recurring charges, as set forth in Section 4.4.3.B.

Returning Customers cannot qualify for a new promotion until they have been off the Company's network for at least ten (10) days.

This Promotion is not available to existing Customers.

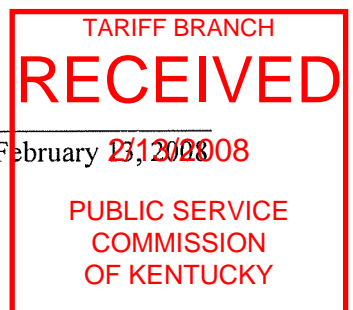
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(N)

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Randy Muench, Vice President - Chief Marketing Officer
2855 South Congress
Delray Beach, FL 33445



4. RATES, (Cont'd.)

4.3 Promotions, (Cont'd.)

4.3.2 Prepaid Plan II Promotion

(N)

The "Prepaid Plan" Promotion is available to new Customers who subscribe to either the Basic Plus or Enhanced during the period from March 31, 2009 to June 30, 2009.

A. During this promotional period for the Basic Plus Prepaid Plan, the nonrecurring installation charges and conversion is \$15.00. and the Taxes and Fees will be \$5.00. The Customer's Monthly Recurring Charges are reduced for the first month's of service as long as the Customer does not make any modifications during the initial 60-day period.

	Reduced
	<u>Monthly Recurring Charge</u>
Basic Plus Prepaid Plan	\$7.99

B. During this promotional period for the Enhanced Prepaid Plan, the nonrecurring installation charges and conversion is \$15.00. and the Taxes and Fees will be \$3.00. The Customer's Monthly Recurring Charges are reduced for the first month's of service as long as the Customer does not make any modifications during the initial 60-day period

	Reduced
	<u>Monthly Recurring Charge</u>
Enhanced Prepaid Plan	\$3.99

After the first month of service, the Customer's monthly recurring charges will be as listed in Section 4.8 – Bundled Prepaid Service Offerings.

Returning Customers cannot qualify for a new promotion until they have been off the Company's network for at least ten (10) days.

(N)

This Promotion is not available to existing Customers.

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4. **RATES**, (Cont'd.)

4.3 **Promotions**, (Cont'd.)

4.3.2 "LifeLine First Month Free" Promotion

During the period from March 31, 2009 to June 30, 2009, the Company will waive the first month's Monthly Recurring Charge, Nonrecurring Installation Charge and taxes and fees for new residential Customers signing up for LifeLine Service.

After the first month of service, the Customer's monthly recurring charges will be as listed in Section 4.12 – Lifeline Service.

(N)

(N)

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4. **RATES (continued)**

d. **Rates for Resold Local Exchange Services**

1. **Non-Recurring Charges**

Directory Listing	No Charge
Basic Connection Fee	\$69.99*
Advanced Connection Fee	\$79.99*
Account Transfer to New Address	Same as Connection Fee
Change Existing Phone Number	\$22.50

*Includes first month of service; \$20 thereof waived and \$50 free long distance for customers transferring to Now from competing carriers. "Advanced" fee includes activation of optional calling features as indicated below.

4.4.1.B **Recurring Charges**

Basic Monthly Service	\$49.99
Advanced Monthly Service*	\$59.99
	includes 911 charges and all applicable state and federal fees and taxes
Directory Listing	No Charge

*Includes Caller ID, Call Waiting, Call Return, Speed Dial, Call Forwarding, and Three Way Calling.

4.4.1.C **Optional Features**

4.4.1.C.1 **Non-Recurring Charges**

Custom Feature Set Up Fee	\$20.00
---------------------------	---------

4.4.1.C.2 **Recurring Charges**


Call Waiting	\$5.00
Call Forwarding	\$5.00
Three Way Calling	\$5.00
Unpublished Number	\$5.00
Speed Dial	\$5.00
Call Return	\$5.00
Caller ID	\$10.00
Voice Mail	\$10.00

Optional features non-recurring charge is waived if customer orders at initiation of new service.

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MAY 5, 2004

4. RATES (continued)

4.4 Rates for Resold Local Exchange Services (continued)

4.4.3 Optional Features

4.4.3.C Optional Features Per Use Fee

(N)

The following Optional Calling Feature is available on a "Per Use" basis.

Three-Way Calling \$0.90

(N)

4.4.4 Zone Charges

Customers living in the following zones will pay an additional monthly charge as follows:

Zone A	\$ 3.00
Zone B	\$ 5.00
Zone C	\$10.00

These zones outside the base rate area are defined in the General Subscriber Services Tariff, Section A3 of BellSouth Telecommunications, Inc.

4.5 Kentucky Lifeline Support Charge

A Kentucky Lifeline Support Charge will be assessed to all lines as follows:

Monthly rate per line \$0.08

(T)

(D)

(T)

4.6 Directory Assistance

(N)

Directory Assistance Per Call Charge- \$1.50

(N)

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4. **RATES (continued)**

4.7 **Rates for Hearing or Speech Impaired**

For properly certified hearing or speech impaired Subscribers who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening rate period. Subscribers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Subscriber or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

A TRS/TDD Surcharge will be assessed to all lines as follows for funding communications via TDD:


Monthly rate per line: \$0.10

(N)
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(N)

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Now Communications, Inc. d/b/a Cleartel Communications
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4. RATES (continued)

4.8 Bundled Pre-paid Service Offerings

Basic Plan – Allows local calling only, all other called numbers are blocked including long distance calling, operator services, N11 and 976 numbers. Calls are also blocked from billing to the number i.e., third party billing and collect calling.

Basic Plus Plan – Includes local calling, and two optional calling features: Caller ID and Call Waiting.

Enhanced Plan - Includes local calling, two optional calling features: Caller ID, Call Waiting and 300 minutes of domestic long distance service per month.

Unlimited Plan – Includes local calling, any and all available optional custom calling features and 2000 minutes of domestic long distance service.

Rates and Charges

		<u>Monthly Recurring Charge*</u>	
Basic	Zone 1	\$29.99	
	Zone 2	\$29.99	
	Zone 3	\$29.99	
Basic Plus	Zone 1	\$34.99	
	Zone 2	\$34.99	
	Zone 3	\$34.99	
	Zone A	\$34.99	(N)
Enhanced	Zone 1	\$39.99	
	Zone 2	\$39.99	
	Zone 3	\$39.99	
Unlimited	Zone 1	\$59.99	
	Zone 2	\$59.99	
	Zone 3	\$59.99	

*Excludes taxes, fees, and surcharges. \$20 Connection fee for new customers; no charge for existing customers for switching to any other plan.

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4. **RATES (continued)**

4.9 Traditional Post-paid Bundled Services

A. Residential Plans

Plan	Includes	Monthly Pricing
Basic	1000 local minutes, thereafter .019/minute IntraLATA toll rate of .15/minute InterLATA toll rate of .15/minute 2 features included except voice mail All features package except voice mail \$14.95	Zone 1: 24.95 (I) Zone 2: 28.95 (I) Zone 3: 39.95 (I)
Basic Plus	Unlimited local minutes IntraLATA toll rate of .15/minute InterLATA toll rate of .15/minute 3 features included except voice mail All features package except voice mail \$14.95	Zone 1: 28.95 (I) Zone 2: 34.95 (I) Zone 3: 45.95 (I)
Enhanced Plan 1*	Unlimited local minutes 60 minutes of toll included, thereafter: - IntraLATA toll rate of .15/minute - InterLATA toll rate of .15/minute All features included	Zone 1: 35.95 (I) Zone 2: 39.95 (I) Zone 3: 59.95 (I)
Enhanced Plan 2	4,000 local minutes; thereafter \$0.019 per minute 60 minutes of toll included, thereafter: - IntraLATA toll rate of .15/minute - InterLATA toll rate of .15/minute All features included	Zone 1: 35.95 (I) Zone 2: 39.95 (I) Zone 3: 59.95 (I)
Unlimited Plan 1*	Unlimited local minutes Unlimited toll minutes All features included	Zone 1: 45.95 (I) Zone 2: 45.95 (I) Zone 3: 65.95 (I)
Unlimited Plan 2	4,000 local minutes; thereafter \$0.019 per minute 500 minutes of toll included, thereafter: - IntraLATA toll rate of .15/minute - InterLATA toll rate of .15/minute All features included	Zone 1: 45.95 (I) Zone 2: 45.95 (I) Zone 3: 65.95 (I)

Connection fee: \$60.00 **
Line Change Charge, per request \$30.00
Move, Add or Change Charge, per request \$9.00

* Enhanced Plan 1 and Unlimited Plan 1 are intended strictly for voice-grade communications only; where the Company determines that a Customer is using service for non-voice communications, the Customer will be converted to Enhanced Plan 2 or Unlimited Plan 2, respectively.

** Waived if switching from another LEC.

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4. RATES (continued)

B. Business Plans

Plan	Includes	Monthly Pricing
Enhanced	Unlimited local minutes IntraLATA toll rate of .15/minute InterLATA toll rate of .15/minute 2 features included All features package (except voice mail) \$14.95	Zone 1: 30.95 (I) Zone 2: 30.95 (I) Zone 3: 45.95 (I)
Unlimited Plan 1 **	Unlimited local minutes Unlimited toll minutes All features included	Zone 1: 50.99 (I) Zone 2: 55.99 (I) Zone 3: 65.95 (I)
Unlimited Plan 2	Unlimited local minutes 2,000 IntraLATA/interLATA toll minutes; thereafter - IntraLATA toll rate of .15/minute - InterLATA toll rate of .15/minute All features included	Zone 1: 50.99 (I) Zone 2: 55.99 (I) Zone 3: 65.95 (I)

** Unlimited Plan 1 is intended strictly for voice-grade communications only; where the Company determines that a Customer is using service for non-voice communications, the Customer will be converted to Plan 2.

Connection fee: \$50.00 (waived is switching from another LEC).

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4. **RATES (continued)**

4.10 Zones

Charges for service plans may be based on the customer's zone as designated based on the customer's NPA/NXX as follows:

A. Zone 1

270441	502253	502420	502495	502596	502854
270442	502254	502423	502499	502625	502873
270443	502259	502425	502540	502627	502874
270444	502272	502426	502560	502629	502891
270538	502326	502429	502561	502632	502893
270575	502327	502438	502562	502634	502894
270683	502329	502447	502566	502635	502895
270684	502333	502448	502568	502636	502896
270685	502339	502449	502569	502637	502897
270686	502359	502451	502571	502638	502899
270687	502361	502452	502572	502666	502963
270688	502363	502454	502574	502671	606239
270689	502364	502456	502581	502681	606563
270691	502366	502458	502582	502721	606564
270852	502367	502459	502583	502772	859236
270926	502368	502473	502584	502774	859238
502217	502374	502479	502585	502775	859239
502238	502375	502485	502587	502776	859936
502244	502380	502489	502588	502778	
502245	502394	502491	502589	502779	
502247	502412	502493	502595	502852	

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4. **RATES (continued)**


B. Zone 2

270238	270767	270883	502267	502810	606258
270247	270780	270885	502271	502848	606432
270251	270781	270886	502292	502863	606433
270326	270782	270887	502297	502867	606437
270383	270783	270889	502331	502868	606502
270393	270793	270890	502348	502875	606523
270439	270794	270898	502349	502933	606526
270503	270796	270901	502350	502935	606528
270529	270798	270936	502502	502937	606556
270534	270821	270956	502564	502942	606638
270554	270824	502209	502570	502943	606788
270640	270825	502223	502573	502961	606789
270697	270826	502226	502597	502962	859622
270698	270827	502227	502607	502964	859623
270707	270830	502228	502624	502966	859624
270744	270831	502231	502626	502968	859625
270745	270842	502239	502633	502969	859626
270746	270843	502240	502647	502995	859737
270753	270844	502241	502695	606218	859744
270754	270846	502243	502696	606242	859745
270757	270851	502261	502762	606246	859779
270759	270869	502263	502799	606248	859901
270762	270881	502266	502809		

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 05 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY  EXECUTIVE DIRECTOR

Issued: May 5, 2004

Effective: June 5, 2004

Ken Baritz, President
Now Communications, Inc. d/b/a Cleartel Communications
2855 South Congress, Suite B
Delray Beach, FL 33445

4. **RATES (continued)**

C. Zone 3

270221	270370	270669	502463	606355	859234
270229	270377	270676	502477	606358	859235
270232	270388	270725	502484	606365	859262
270233	270389	270726	502532	606377	859284
270235	270424	270729	502535	606395	859289
270236	270466	270731	502549	606427	859328
270249	270468	270733	502673	606456	859332
270252	270472	270736	502722	606464	859336
270257	270474	270756	502732	606539	859362
270258	270475	270764	502738	606549	859366
270264	270476	270771	502743	606573	859369
270265	270483	270777	502747	606574	859375
270269	270486	270785	502829	606631	859383
270271	270521	270788	502833	606632	859484
270273	270522	270797	502834	606633	859497
270274	270525	270835	502839	606639	859498
270275	270526	270838	502845	606663	859499
270276	270527	270884	502857	606664	859527
270277	270533	270924	502859	606666	859733
270278	270545	270927	502878	606693	859734
270281	270546	270965	502922	606754	859748
270298	270586	502222	502947	606786	859842
270322	270598	502225	606237	606835	859854
270333	270639	502252	606285	606848	859865
270338	270653	502255	606296	606855	859987
270355	270662	502268	606298	606874	859988
270362	270664	502347	606337	606886	
270365	270667	502461	606353	606889	

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BY: 
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Ken Baritz, President
Now Communications, Inc. d/b/a Cleartel Communications
2855 South Congress, Suite B
Delray Beach, FL 33445

4. **RATES (continued)**

4.11 Payphone Service Provider

4.11.1 Flat Rate Service Monthly Charges Per Access Line for AT&T region: (T)

4.11.A Access line basic rate

Zone	Rate
1	\$27.99
2	\$33.99 (I)
3	\$39.99 (I)

(I)
|
|
(I)

4.11.A.1 Service charges are applied on the same basis as for individual line business service covered in this Tariff.

4.11.A.2 At the request of the subscriber, Touch-Tone Calling Service may be provided in this Tariff.

4.11.A.3 The subscriber is responsible for Directory Assistance service charges.

4.11.A.4 Trouble Determination Charges are applied on the same basis as for individual line business service covered in this Tariff.

4.11.A.5 Other rates and regulations in this Tariff not discussed herein that pertain to Business Standard Measured Service apply.

4.11.A.6 Directory listings are furnished under the rates and regulations in this tariff.

Note1: Provides operator screening.

Note 2: Provides central office blocking of 011+ calls direct distance dialed to numbers outside the North American Numbering Plan.

Note 3: 1+900, 7 or 10 digit local, 1+DDD and 976 are blocked from completion.

Note 4: 1+900, 1+DDD, and 976 are blocked from completion.

Issued: September 26, 2008

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Randy Muench, President - Chief Marketing Officer (T)
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4. **RATES (continued)**

4.12 LifeLine Service

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Monthly Recurring Charges*	\$19.99	\$19.99	\$19.99
Nonrecurring Installation Charge	\$10.00	\$10.00	\$10.00

**Does not include Taxes and Surcharges.*

4.13 Contract Rates/ Individual Case Basis (ICB) Arrangements

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

4.14 Regulatory Recovery Charge

Regulatory Recovery Fee will be charged per Customer, per line, per month for all wholesale, business and residential Customers to help recover the Company's regulatory and administrative costs.

Charge assessed per line \$2.95

(N)

(N)

Issued: December 16, 2008

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