

Direct-Tel USA, LLC

TITLE SHEETKENTUCKY TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, service standards and rate applicable to the furnishing of the service and facilities for telecommunications services provided by Direct -Tel USA LLC, with principal offices at 1701W Hillsboro Blvd Deerfield Beach, Florida 33442. This price list applies for services furnished within the state of Kentucky. This price list is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 20 1999

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

BY: Stokard B. W.
SECRETARY OF THE COMMISSION

ISSUED:

FEB 18 1999

EFFECTIVE:

MAR 20 1999

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

CHECK LIST

<u>SHEET</u> <u>DATE</u>	<u>REVISION</u>	<u>EFFECTIVE</u>
1	Original	
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 20 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

ISSUED:

FEB 18 1999

EFFECTIVE:

MAR 20 1999

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

CHECK LIST

<u>SHEET</u> <u>DATE</u>	<u>REVISION</u>	<u>EFFECTIVE</u>
1	Original	
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 20 1999

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

ISSUED:

FEB 18 1999

EFFECTIVE:

MAR 20 1999

TABLE OF CONTENTS

DESCRIPTION

Title Sheet..... 1

Check Sheet 2

Table of Contents..... 3

Symbols Sheet..... 4

Price List Format Sheet..... 5

Section 1 – Technical terms and Abbreviations..... 6

Section 2 – Rules and Regulations..... 7

Section 3 –Service Description Prepaid Local Services..... 13

Section 4 –Exemptions and Special Rates..... 14

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 20 1999

PURSUANT TO 807 KAR 6.011,
SECTION 9(1)

BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

ISSUED:

FEB 18 1999

EFFECTIVE:

MAR 20 1999

SYMBOL DEFINITIONS

D - Disconnect or Discontinue.

I - Change resulting in an increase to a Customer's bill.

M - Item has been moved from another location in the price list.

N - New.

R - Change resulting in a reduction to a Customer's bill.

T - Change in text or regulation but no change in rate or charge.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 20 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

ISSUED:

FEB 18 1999

EFFECTIVE:

MAR 20 1999

SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Price List for Advanced Communications Service of this Company are defined below.

Company: DIRECT-TEL USA, LLC

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Price List.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LEC: LEC (Local Exchange Company) refers to the dominant, monopoly local exchange carrier in an area also served by the Company, e.g., Bellsouth Corporation or its subsidiaries.

Premises: The space occupied by a Customer or authorized user in a building or buildings.

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

Service Order: The written request for Direct-Tel USA services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price List.

User: An Authorized User, Customer or Joint User at whose Premises the Company furnishes interstate common carrier service pursuant to general price list.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 20 1999

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

ISSUED:

FEB 18 1999

EFFECTIVE:

MAR 20 1999

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Carrier**

Carrier is a resale common carrier providing intrastate communications services to customers for their direct transmission and reception of voice, data, and other types of telecommunications. This Price List sets forth the service offering, rates, terms and conditions applicable to the furnishing of local exchange telecommunications reseller services provided by Direct-Tel USA to customers within the State of Kentucky. Service is available on a full-time basis, 24 hours a day, seven days a week, throughout the State of Kentucky.

2.2 Application for Service

Customers desiring to obtain service from Direct-Tel USA must complete the Company's standard service order form(s).

2.3 Notice

Notice shall be deemed properly given if delivered in person or when deposited with the U.S. Postal Service.

2.4 Payment

The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer or to authorized or joint users.

2.5 Limitations of Service

2.5.1 Carrier offers service to all those who desire to purchase service from Carrier consistent with all provisions of this Tariff. Customers interested in Carrier's services shall file a service application with the Carrier which fully identifies the Customer and identifies the services required.

2.5.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

2.5.3 Carrier 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 in violation of the law.

2.5.4 Title to all facilities provided by Carrier under these regulations remains with Carrier. Prior written permission from Carrier 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.

MAR 20 1999

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)BY: Stephen D. BellSECRETARY OF THE COMMISSION
EFFECTIVE

ISSUED:

FEB 18 1999

MAR 20 1999

2.6 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.

2.6.1 Minimum Service Period

The minimum period of service is three months (90 days), unless otherwise stated in this Tariff.

2.7 Liability

2.7.1 The liability, if any, of the Company arising out of or in any way connected with any defect, error, omission, delay, interruption, suspension or other failure in connection with furnishing service or facilities shall, unless otherwise provided in the schedules, be in an amount not in excess of the charge for the service or facility involved for the period during which the defect, error, omission, delay interruption, suspension or other failure continues.

2.7.2 The Carrier shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and its connecting companies in view of the possibility of errors and the impossibility of fairly fixing the cause.

2.8 Interruption of Service

2.8.1 Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by Customer and other carriers are subject to the general liability provisions set forth in Section 2.7 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer within its control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.9 Responsibility of Customer

2.9.1 Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with all of Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with Commission regulations.
- B. Customer may not have any long distance charges (including calling card charges) billed to their home telephone number. Customer is responsible for the payment of any long distance or toll charges (e.g., 800, 900, or 976) billed to Customer's telephone number. A \$5.00 penalty will be assessed for each long distance call billing.

ISSUED:

FEB 18 1999

MAR 20 1999

EFFECTIVE:
PURSUANT TO 807 KAR 0011,

SECTION 9 (1)

MAR 20 1999

BY: *Stephen D. Bell*

By: Ronald Kaplan, President - 1701 W Hillsboro Blvd. Deerfield Beach, FL 33442 COMMISSION

2.9 Responsibility of Customer (continued)

- C. When placing an order for service, Customer must provide:
1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 2. the name(s), telephone number(s), and address(es) of Customer-contact person(s).
- D. Customer must pay Carrier for the replacement or repair or Carrier's equipment when the damage results from:
1. the negligence or willful act of Customer or user;
 2. improper use of service; or
 3. any use of equipment or service provided by others.

2.9.2 Availability of Service for Maintenance, Testing and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier 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.

2.9.3 Credit Allowances

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

- A. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or then Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- B. Customer shall notify Carrier 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.
- C. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
1. interruptions of service resulting from Carrier performing routine maintenance;
 2. interruptions of service for implementation of a customer order for a change in the service.
 3. interruptions caused by negligence of Customer or his authorized user;
or
 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 20 1999

ISSUED:

FEB 18 1999

PURSUANT TO KRS 5011,
SECTION 9 (1)

BY: Stephen MAR 20 1999
SECRETARY OF THE COMMISSION

2.9.4 Cancellation by Customer.

- A. Customer may cancel service any time after meeting the minimum service period.
- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.9.5 Payment and Charges for Service

- A. Monthly invoices sent to Customers are due on the, DUE DATE as specified on the invoice and considered delinquent seven (7) days after the DUE DATE, and the account may be subject to suspension or disconnection.
A late fee of no more than 1.5 percent of the unpaid balance may be assessed against a customer when the previous month's bill has not been paid in full prior to the next billing date. The 1.5 percent charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill.
- B. The Customer is responsible for payment of all charges for service furnished to Customer, 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. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. In the event of nonpayment of charges, Customer must reimburse Carrier for all costs, including attorneys' fees, for the collection for any unpaid amounts.
- C. Restoration of service will be subject to all applicable installation charges.
- D. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

2.9.6 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a service covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.10 Taxes

Customer will be billed and is responsible for payment of applicable local, state, and federal taxes, including federal subscriber line charges, assessed in conjunction with service used.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 20 1999

PURSUANT TO 807 KAR 5.011.

ISSUED:

FEB 18 1999

EFFECTIVE:

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION
MAR 20 1999

2.11 Responsibility of Carrier.**2.11.1 Calculation of Credit Allowance**

Pursuant to limitations set forth in Section 2.8, 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 Carrier within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated.

2.11.2 Cancellation of Credit

Where Carrier 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.

2.11.3 Disconnection of Service by Carrier

Carrier may discontinue service or cancel service without incurring any liability for any of the following reasons:

- A. After ten days written notices, in the event of a violation of any regulation governing the service under this Tariff;
- B. Without notice, in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
- C. Without notice in the event Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction;
- D. In the event of fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision; or
- E. Customer has not paid their bill by their "Shut Off Date".

ISSUED:

FEB 18 1999

By: Ronald Kaplan, President - 1701 W Hillsboro Blvd. Deerfield Beach, FL. 33442

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
MAR 20 1999
EFFECTIVE 87 KAR 5011.
SECTION 9 (1)
BY: S. J. [Signature] MAR 20 1999
SECRETARY OF THE COMMISSION

2.11.4 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.

2.12 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.

2.13 Start of Billing

For billing purposes, the start of service is the day following acceptance by Customer of Carrier'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 Carrier of notification of cancellation as described in Section G (3) of this Tariff.

2.14 Interconnection

2.14.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier 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 Carrier and other participating carriers shall be provided at Customer's expense.

2.14.2 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 Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 20 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Sharon Bell
SECRETARY OF THE COMMISSION

ISSUED:

FEB 18 1999

EFFECTIVE:

MAR 20 1999

SECTION 3 - DESCRIPTION OF SERVICES AND RATES

3.1 Description of Services

Prepaid Local Service

Prepaid Local Service is a Service which is available for access by residential and business subscribers on a full time basis. It consists of dialtone and access for unlimited local calls, 911 calls and relay services. The Service does not include any long distance service or other toll services. The following types of calls may be blocked by Carrier: direct dial long distance; collect calls; third-number billed calls; and 900 and 976 calls. Customers who desire this service may be authorized for service by providing payment by an approved credit card, cash, or approved check. Service will be charged on a monthly basis, and upon payment, a customer will have unlimited use of the aforementioned service for that month.

Price for Service per Month

Basic Local Service	\$49.00
Service Connection Fee	\$69.00

Services

Call Waiting	\$5.35
3 Way Calling	\$5.35
Caller ID	\$9.80
Non-Published Number	\$3.50
Voice Mail	\$11.00
Service Reconnection Fee	\$50.00
Activation Fee for Optional Features	\$15.00

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 20 1999

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY Sharon Bly
SECRETARY OF THE COMMISSION

3.2 Returned Check Fee

A \$25.00 processing fee will be charged if a check for payment of an invoice is Dishonored for any reason.

ISSUED:

FEB 18 1999

EFFECTIVE:

MAR 20 1999

SECTION 4 - EXEMPTIONS AND SPECIAL RATES**4.1 Discounts for Hearing Impaired Customers.**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

For intrastate toll calls received from the relay service, Direct-Tel USA, will discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that were either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for a call and shall not apply to per call charges such as a credit card surcharge. In case of a Price List which includes either a discount based on the number of minutes or the purchase of minutes in blocks, the discount should be calculated by discounting the minutes of relay use before the Price List rate is applied.

4.2 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

4.3 Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance for calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 20 1999

PURSUANT TO 507 KAR 5011,
SECTION 9 (1)

BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

ISSUED:

FEB 18 1999

EFFECTIVE:

MAR 20 1999