

Ecocorn USA Limited

**TELECOMMUNICATIONS SERVICES TARIFF**

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TITLE SHEET

KENTUCKY TELECOMMUNICATIONS TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Ecocom USA Limited, with principal offices at 8605 Westwood Center Drive, Suite 304, Vienna, VA 22182. This tariff applies to services furnished within Kentucky. This tariff is on file with the Public Service Commission of Kentucky, where copies may be inspected during normal business hours.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

FEB 21 2001

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

BY: Stephan O. Bell  
SECRETARY OF THE COMMISSION

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**ISSUED:**

**By: Lewis Farsedakis**  
**President**  
**Ecocom USA Limited**  
**8605 Westwood Center Drive, Suite 304**  
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**TELECOMMUNICATIONS SERVICES TARIFF**

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CHECK SHEETS

Pages 1 through 18 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

<u>PAGE</u>	<u>REVISION</u>
1	Original*
2	Original*
3	Original*
4	Original*
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6	Original*
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8	Original*
9	Original*
10	Original*
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12	Original*
13	Original*
14	Original*
15	Original*
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18	Original*

\* Denotes pages included with this filing.

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SYMBOLS

The following are the only symbols used for the purpose indicated below:

- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase of Rates
- (M) - Moved from another tariff location
- (N) - New Material
- (R) - Change Resulting in a Reduction of Rates
- (T) - Change in Text or Regulation But No Change in Rate or Charge

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TARIFF FORMAT

- 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 between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the P.S.C. KY. For example, 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the P.S.C. KY follows in its tariff approval process, the most current page number on file with the P.S.C. KY is not always the tariff page in effect. Consult the Check Sheet 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:
  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1. I.A.
  - 2.1. I.A. 1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(l).
- D. Check Sheets - When a tariff filing is made with the P.S.C. KY, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the P.S.C. KY

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Access Line - An arrangement which connects a Customer's location to a line that has been prescribed by Ecocom USA Limited users.

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

Authorization Code - A numerical code, one or more of which are available to a Customer to enable him/her to access the Company, and which are used by the Company both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

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

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Ecocom USA Limited

Company - Ecocom USA Limited

Customer - The person, firm, corporation, or other entity which orders Service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Customer Provided Equipment - Terminal equipment provided by a customer.

Disconnect - The disabling of circuitry preventing outgoing and incoming toll communication service provided by Carrier.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Equal Access - The ability of the Carrier's Customers to access Carrier's network on a presubscribed basis by using a 1+NPA+NXX+XXXX calling sequence.

Holidays - The Company's recognized holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas Day. When a holiday is federally observed on a date that differs from the calendar date, the federally observed date of the holiday will be followed and not the calendar date.

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Interexchange Utility - A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Message - A completed telephone call by a customer or user.

Service - Any or all service(s) provided by the Company pursuant to this tariff.

Service Agreement - Company's standard form for the ordering and acceptance of a customer's request for and commitment to take Company's service offerings pursuant to this tariff.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Kentucky.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

Company undertakes to provide only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within Kentucky.

The Company's Services are available to its customers twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the facilities of Company's Underlying Carrier and the provisions of this tariff.

2.2.2 Company reserves the right to discontinue furnishing service or to limit the use of service necessitated by conditions beyond its control, including without limitation, for customer non-payment of charges or when the customer's use of a service becomes or is in violation of the law or the provisions of this tariff. Termination of service will be done in accordance with 807 KAR 5:006 §14.

2.2.3 The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.

2.2.4 In the event prior written permission from the Company is given for 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.

2.3 Liabilities of the Company

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company (Cont'd)

2.3.1 Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but

not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.

2.3.2 Acceptance of the provisions of Section 2.3.1 by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.3.1.

2.3.3 Company shall be indemnified and held harmless by the customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;
- (B) Claims for patent infringement arising from a customer's use of its equipment, facilities or systems with the Company's Services; and
- (C) All other claims arising out of any act or omission of the customer in connection with any service provided by Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Termination and Interruption of Service

- 2.4.1 Upon non-payment of any sum owing to the Company for more than twenty (20) days beyond the date the bill for Service is mailed by the Company, or upon violation of any of the terms or conditions governing the furnishing of Service under this tariff, or upon the initiation by or against the Customer of a proceeding in bankruptcy, reorganization, insolvency, receivership or assignment for the benefit of creditors, the Company may, without incurring any liability, terminate the furnishing of Service to the Customer under this tariff. Company will provide the Customer with five (5) days written notice of its intent to discontinue service in accordance with 807 KAR 5:006 §14.2
- 2.4.2 The Company reserves the right to terminate Service without notice if it deems such action necessary to protect against fraud or to protect its personnel, agents, equipment, facilities, or Service, or if the Customer has not provided a deposit as set forth in Section 2.11.2 of this tariff.
- 2.4.3 Termination of Service for cause does not relieve the Customer of the obligation to pay all charges that have accrued under this tariff.
- 2.4.4 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not based on any action or omission by the Customer within their control, or is not in wiring or equipment, if any, furnished by the Company.
  - (A) For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours.
  - (B) No credit shall be allowed for an interruption of a continuous duration for less than two hours.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

(C) The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = (A/720) \times B$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

2.5 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

2.6 Deposits

The Company does not require a deposit from its customers, but reserves the right to do so pursuant to Section 2.7 of this tariff.

2.7 Credit Information and Deposits:

2.7.1 Carrier reserves the right to require all Customers to establish credit-worthiness to the reasonable satisfaction of Carrier. Upon application for service, Customer shall be deemed to have authorized Carrier to obtain such routine credit information and verification as Carrier shall require in accordance with its then existing credit policies.

2.7.2 At this time the Company does not collect deposits.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.8 Payment and Billing**

- A. Charges for prepaid services are collected in advance of the provision of service. Non-prepaid services are provided and billed on a monthly basis. Each customer bill will set forth the company's name, address and toll free Customer Service telephone number which is available 24 hours per day. Each bill will list the charges for individual calls made and taxes will be listed as separate line items. The date after which a penalty may apply to the gross amount shall be indicated on the customer's bill. The late payment penalty is imposed pursuant to section 2.11.3 of this Tariff.
- B. For prepaid services, payment is due prior to service being offered. For non-prepaid services, payment is due upon receipt, but will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C. In the event of a disputes concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears.
- E. Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.
- F. In accordance with KAR 5:006 Section 8 (3)(h), Customers failing to pay a bill for services by the due date will be charged a one-time late payment penalty on the amount owed for such services. Any payment received by the customer will first be applied to the bill for services rendered. The late payment penalty is imposed pursuant to section 2.11.3 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Collection of Charges

2.9.1 In the event Company incurs fees or expenses, including attorneys' fees, to collect, or to attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorneys' fees, incurred to collect or to attempt to collect its charges. In any such proceeding to collect said fees and expenses, the amount of collection costs, including attorneys' fees due to the Company, will be determined by the court.

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

2.10 Customer Complaint Resolutions

Customer complaints are received by a full service customer service department. Customers may call 1-877-494-6744 from 8:00 a.m. to 6:00 p.m., eastern standard time, Monday through Friday, for immediate response or submit a written complaint to:

ECOCOM USA LIMITED  
Customer Service Department  
8605 Westwood Center Drive, Suite 304  
Vienna, VA 22182  
(877) 494-6744

If the customer is unable to obtain a satisfactory resolution to its complaint, the customer may exercise its option of contacting the Public Service Commission of Kentucky.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 Payment Arrangements

- 2.11.1 The Customer is responsible for payment of all charges for Service furnished by the Company to the Customer. This responsibility is not changed due to any unauthorized use or misuse of the Service by the Customer's employees, third parties, or the public. The Customer shall indemnify and hold the Company harmless from all costs, expenses, claims, or actions arising from unauthorized use or misuse of any nature of the Service. The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that unauthorized use or misuse occurred over the Service.
- 2.11.2 Charges for Service are payable in advance except for per minute or per call charges, if any, which are payable in arrears. Bills are due and payable when tendered and are payable at the business office of the Company or at any other office designated by the Company.
- 2.11.3 Interest, at the the rate of one and one-half (1.5) percent per month, may accrue upon any unpaid amount commencing thirty (30) days after the date the bill is mailed by the Company. Additional penalty charges shall not be assessed on unpaid penalty charges in accordance with 807 KAR 5:006 §8(3)(h). If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the defendant Customer shall pay the reasonable counsel fees and costs of the Company in prosecuting such proceedings and appeals therefrom.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 Marketing of Telecommunications Services

Carrier may use telemarketing, direct mail campaigns, and/or independent agents in the marketing of its services. Each agent, telemarketer and all marketing personnel are instructed as to the application of Carrier's tariff and that its express terms, conditions and rates are the exclusive authority governing the customers' rights to receive Carrier's services.

Carrier disclaims any liability for any such agent's, telemarketer's or marketing personnel's actions, inactions, representations, promises, and/or statements which in any material way conflict with, or are in contravention of, the provisions of this tariff. Each customer is charged with

constructive notice of the terms, conditions and rates governing Carrier's services made available pursuant to this tariff. Each customer is cautioned to contact the Carrier to confirm and/or clarify the exact terms, conditions or rates for service should any question arise with respect thereto, whether or not such question arises from the actions, inactions, representations, promises, and/or statements of any Carrier agent or otherwise. No agent, telemarketer or marketing personnel may change, alter, revise, move or terminate any customer's service without the express written consent of customer and Carrier.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Timing of Calls

The customer's long distance usage charge is based on the actual usage of Ecocom USA Limited's network. Usage begins when the called party picks up the receiver. A call is terminated when either party hangs up.

Uncompleted Call Crediting: If a customer receives a bill for an uncompleted call, Ecocom USA Limited will reimburse the customer for the full amount.

3.2 Area of Service Offering

The services offered under this tariff are on a statewide basis (all of Kentucky).

3.3 Service Offerings

Service consists to the furnishing of switched message telecommunications service within Kentucky. The Service provides a transmission path for voice communications, but also may be used for data, facsimile, signaling, or other similar communications, subject to the transmission capabilities of the Service.

3.3.1 Residential and Business Basic Service

Basic Service provides for the connection of calls by dialing 1+ the area, exchange, and telephone number of the called party. Plans are available for both business and residential users. These plans are provided on a flat fee basis that is not time of day specific.

3.3.2 Prepaid Card Service

Prepaid Card Service provides for the connection of calls using a calling card authorized to an end user. Prepaid cards are sold in various dollar amounts.

Toll-Free Service

Toll-Free Service provides for the termination of inbound toll-free calls to one-party exchange access lines.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.3.3 Directory Assistance

Directory Assistance is provided by company's underlying carrier.

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SECTION 4 - RATES

4.1 Description of Rates

Services are available to subscribers under the following rate plans. Calls in each rate plan are billed in increments with minimum billing increments as specified. No charge is made for an uncompleted call.

4.2 Basic Residential Service

Basic 1+ outbound and toll free inbound services are provided to residential customers at the following flat (non-distance sensitive, any hour) rate billed in full minute increments with a minimum billing increment of one minute.

Each Minute  
or Fraction

\$0.065

4.3 Basic Business Service

Basic 1+ outbound and toll free inbound services are provided to business customers at the following flat (non-distance sensitive, any hour) rate billed in full minute increments with a minimum billing increment of one minute.

Each minute  
or Fraction

\$0.065

4.4 Pre-paid Calling Card Service

Pre-paid Calling Card Service is provided to both business and residential customers. The cards are sold in \$10, \$20, and \$50 denominations. Calls are billed at the following flat rate and are billed in one minute increments with a three minute minimum.

3 Minute Minimum

Incremental Minute

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\$0.177

\$0.059

SECTION 4 - RATES (Cont'd)

4.5 Miscellaneous Services and Charges:

4.5.1 Directory Assistance

Per inquiry:

\$.80 Except that this rate shall be in compliance with law.

Customers shall be provided a record of the date and time of each directory assistance call made.

4.5.2 Surcharges

A \$.30 charge will apply for calls made from a payphone.

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