

Worldtouch Communications, Inc.

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

TARIFF

NAMING RATES FOR

WORLDTOUCH COMMUNICATIONS, INC. ("COMPANY")

1144 N. Plano Road Suite 140, Richardson, Texas 75081

Applying to Intrastate Resale Interexchange
Communications Services Between Points
in the State of Kentucky

and

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

ISSUED:

EFFECTIVE: FEB 13 1998

BY: Benny Yllana, President and CEO
1144 N. Plano Road, Suite 140
Richardson, TX 75081
(972) 994-9900

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

CHECK SHEET

The Original Cover Sheet and Sheets 1 through 17, inclusive of this tariff, 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 tariff and are currently in effect as of the date on the bottom of this Sheet.

<u>SHEET</u>	<u>REVISION</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*
15	Original*
16	Original*
17	Original*

* - Indicates New or Revised Sheet

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EXPLANATION OF SYMBOLS

- (C) To signify Changed conditions or regulations
- (D) To signify Discontinued rate, conditions, or regulations
- (I) To signify Increased rate
- (M) To signify that material has been Transferred From another Sheet or place in the tariff
- (N) To signify a New rate, regulation, condition or Sheet
- (R) To signify a Reduction
- (T) To signify a change in Text for Clarification

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, new Sheets are occasionally added to the tariff. When a new Sheet is added between Sheets already in effect, a decimal is added. For example, a new Sheet added between Sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet currently in effect.

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

- 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).1.
- 2.1.1.A.1.(a).1.(I).
- 2.1.1.A.1.(a).1.(I).(1).

D. Check Sheets - When a tariff is made with the Commission, an updated check Sheet accompanies the tariff filing. The check Sheet lists the Sheets contained in the tariff, with a cross reference to the current revision number.

When new Sheets are added, the check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The tariffuser should refer to the latest check Sheet to find if a particular Sheet is the most current on file with the Commission.

APPLICATION OF TARIFF

This tariff contains the regulations and schedules of charges applicable to the furnishing of intrastate resale interexchange communications service by WorldTouch Communications, Inc. ("Company") between various locations within the State of Kentucky. Copies are on file with the Kentucky Public Utilities Commission and may be inspected/viewed at the Company's principal address.

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1. DEFINITIONS

Billed Party - The party responsible for payment of charges applicable to intrastate calls placed using the Company's services.

Called Station - The terminating point of a call.

Company - WorldTouch Communications, Inc.

Commission - The Kentucky Public Service Commission.

Customer - The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Disconnect or Disconnection - The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

Equal Access - The ability to choose a long distance company to be the primary carrier for interLATA long distance calls.

Interexchange Carrier (IXC) - A long distance company that carries calls between LATAs or telephone exchanges within LATAs, where permitted.

Local Exchange Carrier (LEC) - A local telephone company, either one of the Bell Operating Companies or one of the independent local telephone companies.

Measured Service - The provision of long distance measured time communications telephone service to customers who access Company's service at its contracted interexchange carriers' switching and call processing equipment by means of Company facilities obtained from local exchange carrier(s). Company contracted interexchange carrier is responsible for arranging the access lines.

Rate Center - A geographic point from which the vertical and horizontal coordinates are used in calculation of airline mileage for the purposes of rating a call.

Station - Any location from which long distance calls may be placed or received.

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS

2.1 DESCRIPTION OF SERVICE:

- 2.1.1 The Company is a resale private network carrier providing intrastate communications long distance service to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.2 Company resells access, switching, transport and termination services provided by interexchange carriers ("IXC's").
- 2.1.3 Communications originate when Customer accesses the Company's services by dialing the access code either directly or through the election of the Company as Customer's Primary Interexchange Company in Equal Access service areas, and the called party answers the call. When Customer hangs up the communications charges will terminate for that call.
- 2.1.4 Customer's monthly charges for Company's service are based on the total time Customer actually uses the service. For billing purposes, duration of each call will be rounded up in one minute increments.

2.2 LOCATIONS OF SERVICE

Communications may originate and terminate in any area within the State of Kentucky.

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2. REGULATIONS (Continued)

2.3 LIMITATIONS OF SERVICE

2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.3.2 Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the customer is using the service in violation of either the provisions of this tariff or the laws, rules, regulations, or policies of the jurisdiction of the Originating Station or the Terminating Station, or the laws of the State of Kentucky including rules, regulations, and policies of the KPSC.

2.3.3 Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability:

- A. For non-payment of any sum owing to the Company on amounts past due by 30 days or more, or
- B. For failure to maintain the minimum commitment set forth in the agreement, or
- C. For failure in the performance of any other obligation under the agreement, or
- D. For customer dissolution or insolvency or subject to the appointment of a receiver or making an assignment for the benefit of creditors, or
- E. For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or
- F. For any violation by a Customer related to the request for such service of either the provisions of this tariff or any laws, rules, regulations, or policies of the State of Kentucky including rules, regulations, and policies of the KPSC.
- G. By reason of any order or decision of a court or any other governmental authority which prohibits Company from furnishing such service; or
- H. If Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services.

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2. REGULATIONS (Continued)

2.4 USE OF SERVICE

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

2.5 INTERCONNECTION

- 2.5.1 Service furnished by Company may be interconnected with services or facilities of other authorized communications carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at Customer's expense.
- 2.5.2 Interconnection between 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 customer provided terminal equipment or communications equipment with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for Interconnection.

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2. REGULATIONS (Continued)

2.6 PAYMENTS AND BILLING

2.6.1 Service is provided and billed on a monthly (30 day) basis. Service continues to be provided until canceled, by the customer on not less than 30 days notice.

2.6.2 Customer is responsible for the payment of all charges for services furnished to the customer. Recurring charges will be billed monthly in advance, and actual usage will be billed monthly in arrears.

2.6.3 Billing will be payable upon receipt and past due 15 days after issuance. Interest at the rate of 1.5 per cent per month will be charged on any amount that is not paid within 30 days of receipt of an invoice.

2.6.4 Company may, at its sole discretion, at any time during the initial term or any extension term of the agreement, require a security deposit to be held in a non-interest bearing account to satisfy any unpaid balance.

2.6.5 The name(s) of Customer(s) desiring to use the service must be set forth in the application for service.

2.7 MINIMUM SERVICE PERIOD

2.7.1 The minimum service period is one month (30 days).

2.8 CANCELLATION BY CUSTOMER

2.8.1 If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before such service begins, before completion of the minimum period, or before completion of some other period mutually agreed with Customer for non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Company and not fully reimbursed by installation and monthly charges; and, if based on such an order, construction has either begun or has been completed but no service provided, the non-recoverable cost of such expenditures shall be borne by Customer.

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2. REGULATIONS (Continued)

2.8 CANCELLATION BY CUSTOMER (Continued)

2.8.2 If Customer terminates service after start of service but before agreement end for any reason other than termination for cause as set forth in 2.8.3., customer shall immediately pay company (a) for all services performed and/or delivered by company for or to customer, (b) the unpaid balance for all prior invoices (including accrued and unpaid interest), and (c) liquidated damages in an amount equal to the greater of the minimum commitment or the average monthly billing for all services provided by company for customer times the number of months remaining on agreement.

2.8.3 If company materially or repeatedly defaults in the performance of its duties and obligations of the agreement, the default must be substantially cured by company within sixty days after company receives written notice of the default. If company fails to cure such default within such time, customer may provide company with a written notice of intent to terminate for cause.

2.8.4 Either party may terminate the agreement upon the expiration of the initial and/or extension term of the agreement by providing the other party with thirty days advance written notice of its decision not to renew.

2.9 CANCELLATION BY COMPANY

2.9.1 For failure to pay any invoice within 30 days.

2.9.2 For default by customer in the performance of any other of its obligations.

2.9.3 For customer dissolution or insolvency or subject to the appointment of a receiver or making an assignment for the benefit of creditors.

2.9.4 For failure to maintain minimum revenue commitment.

2.9.5 For tampering with Company's property.

2.9.6 In case of vacation of the premises by the customer, or discontinuance of service.

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2. REGULATIONS (Continued)

2.9 CANCELLATION BY COMPANY (Continued)

2.9.7 For non-payment of any proper charge, including any deposits, on amounts past due by 30 days or more.

2.9.8 For violation of Company's service agreement or its filed tariffs.

2.9.9 For the fraudulent obtaining of or use of Company's service. Company, at its discretion, may discontinue the service without notice for fraudulent use of the service.

2.9.10 For unlawful use of the service or use of the service for unlawful purposes.

2.10 INTERRUPTION OF SERVICE

2.10.1 Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by Customer, are subject to the general liability provisions set forth in Section 2.12 in this Tariff. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within Customer's control, and is not in the wiring or equipment connected to the terminal of Company.

2.11 RESTORATION OF SERVICE

2.11.1 The use and restoration of service in emergencies shall be in accordance with KPSC Rules and Regulations, which specifies the priority system for such activities.

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2. REGULATIONS (Continued)

2.12 LIABILITY

2.12.1 The liability of Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, commences upon activation of service. Liability in no event exceeds the lesser of an amount equivalent to the proportionate charge to Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur and when computing such amount, a month is considered to have 30 days.

2.12.2 Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

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

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of Customer; and
- C. All other claims arising out of any act or omission of Customer in connection with any service provided by Company.

2.12.4 Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of Company's negligence.

2.12.5 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of Company without written authorization.

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2. REGULATIONS (Continued)

2.12 LIABILITY (Continued)

2.12.6 Company shall not be liable for and Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other property, whether owned by Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

2.12.7 Company is not liable for any failure of performance hereunder due to causes beyond its control, including but not limited to, unavoidable interruption in the working of its circuits or those of another carrier; acts of God; storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one or more of such governmental entities, or any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of Company's agents and employees, if committed beyond the scope of their employment.

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2. REGULATIONS (Continued)

2.12 LIABILITY (Continued)

2.12.8 Company shall not be liable for damages or adjustment, refund, or cancellation of charges unless Customer has notified Company in writing, of any dispute concerning charges, or the basis of any claim for damages, within thirty (30) calendar days after the invoice is rendered or a debit is effected by Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide Company with a reasonable basis upon which to evaluate Customer's claim or demands. If notice of a dispute concerning the charges is not received, in writing, within thirty (30) calendar days after an invoice is rendered or a debit is effected, such invoice shall be deemed to be correct, accepted, and binding upon Customer, unless appealed to the KPSC.

2.13 DEFAULT BY CUSTOMER

Customer is considered in default for the following reasons:

2.13.1 For failure to pay an invoice or proper charge within thirty days after payment is due.

2.13.2 For default in performance of any other obligations under the agreement.

2.13.3 For dissolution or insolvency or subject to the appointment of a receiver or making an assignment for the benefit of creditors.

2.13.4 For failure to maintain the minimum revenue commitment.

2.13.5 Remedies for default are as follows:

A. Company may without prior notice and in addition to other available remedies hereunder or in law, (a) maintain an action for all sums due as set forth in 2.8.2., (b) terminate the agreement, (c) take immediate action to protect company's position, without liability for doing so.

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2. REGULATIONS (Continued)

2.13 DEFAULT BY CUSTOMER (Continued)

B. In addition, customer shall be liable to company for all expenses, including reasonable attorneys' fees, incurred in connection with any repossession or action brought to enforce company's rights. No remedy of company shall be exclusive of any other remedy in the Agreement or permitted by law, but each shall be cumulative to every other remedy. A waiver of default shall not be a waiver of any other or of any subsequent default.

2.14 BINDING NATURE AND ASSIGNMENT

2.14.1 Agreement shall bind the parties and their permitted assigns. Customer shall not assign agreement to any affiliate, subsidiary or other person without prior written consent of company. Any attempted assignment by customer without prior written consent of company shall be void. Company may assign all rights and obligations of company to any affiliate, subsidiary, or other person or entity without consent of customer.

2.15 NOTICES

2.15.1 Written notices to be given hereunder shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to such party at its address set forth in application or at such other address as such party may have subsequently provided in writing. Notwithstanding the foregoing notices given pursuant to section 2.8.3. and 2.8.4. shall be delivered by certified mail. Customers may contact the company by dialing the following toll-free number: 1-888-608-6824.

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3. RATES AND CHARGES FOR SUBSCRIBER SERVICE

3.1 WORLDTOUCH TELECOMMUNICATIONS SERVICES

Company is a reseller of telecommunications services provided by major networks. It provides a full range of telecommunications services for voice and data. Company specializes in residential and business long distance services. All services offered by the Company are fully competitive. All services are available seven days a week, twenty-four hours a day.

3.2 MILEAGE CALCULATION

Customer's total monthly use of Company's service is charged at the applicable rate per minute, which is based on airline mileage between two points as determined by and shown in the airline mileage tables contained in AT&T Tariff FCC No. 10, incorporated in the Agreement by reference. The duration of each call will be rounded up to the nearest full minute.

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

3.3 MTS RATES

The following rates are applicable to direct dialed 1 + long distance calling within the State of Kentucky.

Rate Mileage	Day		Evening		Night/Weekend	
	Init.	Add'l	Init.	Add'l	Init.	Add'l
0-16	.2530	.2530	.1955	.1955	.1543	.1495
17-30	.2530	.2530	.1955	.1955	.1610	.1610
31-55	.3105	.3105	.2415	.2415	.1955	.1955
31-55	.3100	.1900	.1600	.1600	.1300	.1200
56-85	.3565	.3565	.2875	.2875	.2300	.2300
86-124	.3565	.3565	.2990	.2990	.2415	.2415
125-196	.3680	.3680	.3105	.3105	.2415	.2415
197-430	.4140	.4140	.3450	.3450	.2530	.2530

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3. RATES AND CHARGES FOR SUBSCRIBER SERVICE (Continued)

3.4 TIME PERIODS

The application periods for the service are:

	MON	TUE	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAY					RATE PERIOD	
5:00 PM TO 10:59 PM	EVE					RATE PERIOD	
						EVE	
11:00 PM TO 7:59 AM	NIGHT					RATE PERIOD	

3.5 DIRECTORY ASSISTANCE

The Company does not provide Directory Assistance.

3.6 PREPAID CARD SERVICE

Prepaid Card Service permits Customers to make calls from any non-rotary dialed telephone within the United States to any other location within the United States by dialing 1 + 800 + NXX + XXXX, receiving a prompting tone, then dialing in the Customer's personal identification number (PIN) assigned followed by the telephone number of the called party. Cards are purchased in advance by units. A unit is equal to one minute for domestic calls. All calls are billed in full unit increments.

Customer receives notification prior to the expiration of purchased units.

Price per unit \$0.12

ISSUED:

EFFECTIVE:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

BY: **Benny Yllana, President and CEO**
1144 N. Plano Road, Suite 140
Richardson, TX 75081
(972) 994-9900

FEB 13 1998

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION