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# KY Public Service Commission

## Utility Information

General	Address	Comments	Counties	Groups
<p><b>Comments for Utility ID: 5151300 Knology of Kentucky, Inc. dba WOW! Internet, Cable and Phone</b></p> <p>dba "WOW! Internet, Cable and Phone" added per 3/11/2013 Letter. Contacts updated per 3/14/2013 Info Form. Made inactive per 4/21/2016 notice to withdraw authority to operate.</p> <p style="text-align: right;">Last Changed: 4/21/2016</p>				



**TITLE PAGE**  
**OF**  
**INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICES TARIFF**  
**OF**  
**KNOLOGY OF KENTUCKY, INC.**  
**d/b/a WOW! Internet, Cable and Phone**

**This tariff, filed with the Kentucky Public Service Commission, contains the rates, terms, and conditions applicable to message telecommunications services within the State of Kentucky offered by KNOLOGY of Kentucky, Inc. d/b/a WOW! Internet, Cable and Phone.**

Issued: December 27, 2013

Effective: December 30, 2013  
12/27/2013

Issued by: KNOLOGY of Kentucky, Inc. d/b/a WOW! Internet, Cable and Phone  
1241 O.G. Skinner Drive  
West Point, GA 31833



INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**CHECK SHEET**

The title page and pages 1 through 39 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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**\* Indicates revised sheet included in the most recent filing.**

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**TARIFF FORMAT SHEET**

- A. **Sheet Numbering** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Kentucky Public Service Commission. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc, the Kentucky Public Service Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **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.  
2.1.1.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).  
2.1.1.A.1.(a).I.(i).(1)
- D. **Check Sheets** – When a tariff filing is made with the Kentucky Public Service 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 pages are added, the check sheet is changed to reflect the revision. An asterisk (\*) designates all revisions made in a given filing. There will be no other symbols used on this page if these are the only changes made too 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 sheet is the most current on file with the Kentucky Public Service Commission.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase to a Customer's Bill
- (M) - Moved from another Tariff Location
- (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

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**SECTION 1: GENERAL**

1.1 Application of Tariff

1. This Tariff contains the regulations and rates applicable to the provision of Intrastate Message Telecommunications Service by KNOLOGY of Kentucky, Inc. d/b/a WOW! Internet, Cable and Phone hereafter referred to as the "Company", from its points of presence in the State of Kentucky to domestic points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.
2. The provision of such service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

1.2 Definitions

Certain terms used throughout this Tariff are defined as follows:

1. Access Code

A sequence of numbers that, when dialed, connect the caller to the Provider of Operator Services associated with that sequence.

2. Aggregator

Any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premise, for intrastate telephone calls using a Provider of Operator Services.

3. Application for Service

A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the service as required.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

SECTION 1: GENERAL (Cont'd)

1.2 Definitions (Cont'd)

4. Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

5. Commission

The Kentucky Public Service Commission.

6. Common Carrier

A company or entity providing telecommunications services to the public.

7. Company

KNOLOGY of Kentucky, Inc., d/b/a WOW! Internet, Cable and Phone unless the context indicates otherwise.

8. Consumer

A person initiating any intrastate telephone call.

9. Customer

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

10. Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's services and/or facilities.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

SECTION 1: GENERAL (Cont'd)

1.2 Definitions (Cont'd)

11. Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

12. Domestic Message Telecommunications Service (MTS)

The term "Domestic Message Telecommunications Service" denotes the furnishing of station-to-station direct dial Intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's points of presence to domestic points as specified herein.

13. Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

14. Equal Access Code

An access code that allows the public to obtain an Equal Access connection to the carrier associated with that code.

15. Local Exchange Carrier (LEC)

A telephone company which furnishes local exchange services.

16. Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

SECTION 1: GENERAL (Cont'd)

1.2 Definitions (Cont'd)

17. Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

18. Premise

The space designated by a Customer as its place or places of business for provision of service or for its own communications needs.

19. Service

The offerings by the Company to the Customer under this Tariff.

20. Subscriber

An Aggregator that selects the Company as the Presubscribed provider of Operator Services for one or more locations within that Aggregator's control.

21. Subscriber Surcharge

A surcharge imposed by the Subscriber, to be paid by the consumer, for the use of Subscriber's telephone instruments, and other facilities in obtaining access to the Company's services.

22. Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**SECTION 2: RULES AND REGULATIONS**

2.1 Undertaking of the Company

1. Scope

The Company is a carrier providing intrastate domestic communications services to Customers for their direct transmission of voice, data and other types of telecommunications within the United States as described in this Tariff.

2. Limitations

- A. The services provided pursuant to this Tariff are offered subject to the availability of facilities and the other provisions of this Tariff.
- B. The Company does not undertake to transmit communications or messages, but rather furnishes facilities, service and equipment for such transmissions by the Customer.
- C. The Company retains the right to deny service to any new Customer which fails to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

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

2.2 Obligations of the Customer

1. All Customers assume general responsibilities in connection with the provision and use of the Company's service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
2. The Customer is responsible for the payment of all charges for any and all services or facilities provided by the Company to the Customer.
3. Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
4. The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.
5. Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's services will be provided a replacement code in the event such Customer's initial code is canceled.
6. The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

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

2.2 Obligations of the Customer (Cont'd)

8. The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
9. In the event a suit is brought by the Company and won, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, and Judgement is made for The Company, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
10. The Customer understands that the services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
  - A. Using the service for any purpose which is in violation of any law.
  - B. Obtaining or attempting to obtain services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for services, or assisting any other person or firm in such regard.
  - C. Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.
  - D. Using the services in a manner that interferes unreasonably with the use of service by one (1) or more other Customers.
  - E. Using the service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

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

2.2 Obligations of the Customer (Cont'd)

11. The Customer shall be responsible for all maintenance of such equipment and/or facilities.

2.3 Liabilities of the Company

1. The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
2. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, or wars.
3. The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer provided equipment, facilities or services.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

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

2.4 Service Orders

The Customer must place an application for service with the Company to initiate the services provided pursuant to this Tariff. All applications for services must be in writing and provide, at a minimum, the following information:

1. Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
2. Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.
3. The amount of toll service usage the Customer was billed for the two (2) months immediately preceding the request for service if such information is applicable and available.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

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

2.5 Charges and Payments for Service or Facilities

1. Deposits

- A. The Company may, in order to safeguard its interests, require a Customer to make a suitable deposit or provide a surety bond or letter of credit in the amount of the required deposit as a guarantee of the payment of charges. The Company shall have the right to require the Customer to make a deposit prior to or at any time after provision of any service. If actual usage data is available for the customer at the same or similar premises, the deposit amount shall be calculated using the customer's average bill for the most recent twelve (12) month period. If actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises in the system. Deposit amounts shall not exceed two-twelfths (2/12) of the customer's actual or estimated annual bill where bills are rendered monthly, three-twelfths (3/12) where bills are rendered bimonthly, or four-twelfths (4/12) where bills are rendered quarterly. The Customer will receive a receipt for the deposit.
- B. Any deposit as referred to in this section shall be held by the Company to secure the payment of the Customer's bill. At the Company's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of service.
- C. Interest shall accrue on all deposits at the rate prescribed by law, beginning on the date of the deposit.
- D. The Company will accept Advance payments and will apply that payment towards the Customers account.
- E. The fact that a deposit is made does not relieve the Customer from making advance payments or from complying with the Company's regulations for the payment of bills in accordance with the terms herein and does not constitute a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for service rendered.
- F. Upon termination of service, and assuming deposits of the Customer are not applied as indicated in Section 2.5.1.B, the deposit will be credited to the Customer's account and any credit balance will be refunded after all amounts due the Company have been paid.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

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

2.5 Charges and Payments for Service or Facilities (Cont'd)

2. Description of Payment and Billing Periods

- A. Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.
- B. When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LECs apply, including any applicable interest.
- C. In the event a LEC, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures which shall be consistent with all applicable statutes, rules and regulations.
- D. The Company's name and the Company's toll-free number (for receiving inquiries and complaints) will appear on the end-user's bills.

3. Taxes, Gross Revenue, Gross Income, and Gross Earnings Surcharges

- A. Sales tax is covered by State statute and other applicable taxes may be covered by State or Federal statutes. Such taxes may be included on Customer bills, in separate line items, in accordance with any applicable rules of the state or federal Public Service Commission.
- B. In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer identified in this Tariff shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be separately shown and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

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

2.5 Charges and Payments for Service or Facilities (Cont'd)

4. Payment and Late Payment Charge

- A. A penalty will be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. This penalty will be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges will not be assessed on unpaid penalty charges. The penalty applied will be a late charge of up to the highest interest rate allowable by law. (Currently, the highest allowable rate is one and one half percent (1 ½%) per month.)
- B. Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
- C. Service may be denied or discontinued, with 5 working days notice, at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.4.A. Restoration of service will be subject to all applicable installation charges.

5. Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge of \$20. Such charge will be applicable on each occasion when a check is returned or not processed.

6. Suspension or Termination for Nonpayment

In the event of nonpayment of any bill rendered or any required deposit, the Company may, after giving five (5) working days written notice, suspend service to the Customer. The Company will not suspend service for nonpayment unless the payment is at least twenty-nine (29) days past due.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

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

2.5 Charges and Payments for Service or Facilities (Cont'd)

7. Credit Allowances/Service Interruptions

- A. Credit for interruption of service will be allowed only when the interruption is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the service, except for such period where the service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- B. Credit allowances for interruption of service or equipment starts when the Customer notifies the Company of the interruption and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- C. The Customer shall notify the Company of interruptions of service or equipment and make reasonable attempts to ascertain that the interruption is not caused by Customer provided equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- D. Only those portions of the service or equipment operation disabled will be credited.
- E. Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.8.

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

2.5 Charges and Payments for Service or Facilities (Cont'd)

8. Service Interruption Measurement

- A. In the event of an interruption of service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all service charges billed by the Company for services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted service.

The credit allowance formula is as follows:

$$\frac{A}{720} \times B = \text{Credit Allowance}$$

A = Duration of service interruptions measured in hours.

B = Company's fixed monthly charges for each interrupted service.

A period of time less than six (6) hours shall not be credited. In no case shall the credit exceed the total monthly charges. No adjustments will be made for periods of noncontinuous interruptions, and no other liability shall attach to the Company in consideration of such interruption to service.

- B. A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

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

2.6 Termination or Denial of Service by the Company

1. The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend service to any Customer:
  - A. In the event such Customer or its agent: (a) willfully damages the Company equipment, interferes with use of the Company's service by other Customers of the Company; (b) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or
  - C. In the event that the Company determines that any service is being used fraudulently or illegally, whether by a Customer or its agent.
2. The Company may, with 5 working days notice, and without liability of any nature, temporarily deny, terminate, or suspend service to any Customer:
  - A. In the event a customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or

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

2.7 Special Services

1. General

For the purpose of this Tariff, Special Services are deemed to be any service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. The Company will not discriminate between similarly situated customers

2. When Applicable

Special Services rates apply in the following circumstances:

- A. If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide service to its Customer;
- B. If at the request of the Customer, the Company provides technical assistance not normally required to provide service;
- C. Where special signaling, conditioning, equipment, or other features are required to make Customer provided equipment compatible with the Company's service;
- D. When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.
- E. If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one (1) hour, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide service.

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

2.7 Special Services (Cont'd)

3. Cancellation

If a Customer orders service requiring special facilities dedicated to the Customer's use and then cancels its order before the service begins, before completion of any minimum service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

2.8 Special Pricing Arrangements

Customized Service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers for proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

2.9 Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of a service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Services as described in Section 2.8 of this Tariff.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

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

2.10 Inspection, Testing and Adjustment

1. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt service at any time, without penalty or liability to itself, where necessary to prevent improper use of service, equipment, facilities, or connections.
2. Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds four (4) hours in length.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**SECTION 3: GENERAL CLASSIFICATION AND DESCRIPTION OF SERVICES**

3.1 Service Points

- 1. The Company provides originating service from domestic points in the United States to domestic points identified in this Tariff.

3.2 Measurements

1. Time-of-Day Rate Period

Time-of-Day Rate Periods do not apply. KNOLOGY of Kentucky d/b/a WOW! Internet, Cable and Phone offers a Flat Rate Service.

2. Availability of Service

The service is available at the rates listed in Section 4, through subscription to any of the domestic message telecommunication service offerings available from the Company. Each of these offerings utilize the same rate schedules but have different rates and billing increments for each of the rate schedules.

3. Holiday Rates

- A. During the following officially recognized holidays, Evenings Rates will be applicable during all hours, except for hours when a lower rate (i.e., Night/Weekend) is applicable.

New Year's Day**	Labor Day
Memorial Day*	Thanksgiving Day
Independence Day**	Christmas Day**
Martin Luther King Day*	Columbus Day*
President's Day*	Veterans' Day**

\* Applies to Federally observed day only.

\*\* When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**SECTION 3: GENERAL CLASSIFICATION AND DESCRIPTION OF SERVICES** (Cont'd)

3.3 Timing and Billing Increments of Calls

1. Unless otherwise indicated in this Tariff, calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event". The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk. Timing ends at the "terminating event," unless otherwise specified. The terminating event occurs when the Company's terminal receives a signal from the LEC that either the calling party or the called party has hung up. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
2. There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls which are in progress longer than one (1) minute will be presumed to have been answered.
3. Domestic Message Telecommunications Service rates are quoted in terms of initial and additional minutes. The initial minute is the first minute or any fraction thereof after connection is made. The additional minute is each minute or any fraction thereof after the initial minute.
4. The time of day at the calling party rate center determines what Time-of-Day rate period applies.
5. The minimum call duration for billing purposes is 1 minute for connected call and calls beyond 1 minute are billed in 1 minute increments.
6. Billing will be rounded up to the nearest penny for each call.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**SECTION 3: GENERAL CLASSIFICATION AND DESCRIPTION OF SERVICES** (Cont'd)

3.4 Computation of Distance

1. All calls are rated on the basis of airline mileage locations of the caller and the called party, regardless of the call's routing.
2. Airline mileage is obtained by using the "V" and "H" coordinates assigned to each point. To determine the airlines distance between any two cities, the airline mileage is determined as follows:
  - A. Obtain the "V" and "H" coordinates for each city.
  - B. Obtain the difference between the "V" coordinates of each of the cities. Obtain the difference between the "H" coordinates.
  - C. Square each difference obtained in step 2, above.
  - D. Add the square of the "V" difference and the "H" difference obtained in step 3, above.
  - E. Divide the number obtained in step 4 by 10. Round to the next higher whole number if any fraction is obtained.
  - F. Obtain the square root of the whole number obtained in step 5 above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
  - G. The airline mileage formula is as follows:

$$\frac{\sqrt{(V_1 - V_2)^2 + (H_1 - H_2)^2}}{10}$$

$V_1$  and  $H_1$  are the V and H coordinates for City 1.

$V_2$  and  $H_2$  are the V and H coordinates for City 2.

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**SECTION 3: GENERAL CLASSIFICATION AND DESCRIPTION OF SERVICES** (Cont'd)

3.5 Method of Applying Rates

1. Calls that begin in one rate period and terminate in another will be billed for the entire call duration at the rate applicable at the commencement of the call. Time of Rate Period does not apply to KNOLOGY of Kentucky d/b/a WOW! Internet, Cable and Phone. KNOLOGY offers a Flat Rate Plan.
2. Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher minute.

3.6 Promotional Discounts

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers on a non-discriminatory basis, under any rules prescribed by the Commission.

3.7 Dialed Domestic Message Telecommunications Services

1. Dialed Domestic Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a pre-subscription (Equal Access) basis. Otherwise, the services require that a Customer access the Company's network via an alternative access code arrangement such as "900-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-XXX" code with Customer security code.
2. Depending upon the service option chosen by the Customer, the charges for the use of such domestic intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.
3. All Customers shall be charged the rates identified in Section 4.2.1 for Residential Customers and in Section 4.2.2 for Business Customers.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**SECTION 3: GENERAL CLASSIFICATION AND DESCRIPTION OF SERVICES** (Cont'd)

3.8 Calling Card Service

Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout the domestic United States through the use of a specific "1-800" telephone number provided by the Company. The rates for this service are provided for in Section 4.2.4, herein.

If fraud is suspected on a customer's calling card, the Company will attempt to contact the customer 3 times within 30 minutes. Calling Card Fraud is considered any activity on a calling card that is not typical of that cardholder usage or activity that indicates suspicious activity. If the customer does not respond within the 30-minute timeframe, the calling card will be suspended immediately.

- A. If the customer is reached within the 30 minute timeframe and
  1. does not acknowledge the calls that created the fraud concern, the card will be terminated immediately and a new card will be issued.
  2. does acknowledge the calls as made with the customer's knowledge, the customer has the option of leaving the card active or terminating the card.
- B. If the customer is not reached within the 30 minute timeframe, the card will remain suspended for five days. If the customer does not contact the Company, on the sixth day the card will be permanently terminated. If the customer contacts the Company within 5 days, the Company will inform the customer that the card was suspended due to possible fraud and inform the customer that contact was attempted. The fraud situation will be explained to the customer. If the customer
  1. does not acknowledge the calls that created the fraud concern, the card will be terminated and a new card will be created.
  2. does acknowledge the calls as made with the customer's knowledge, the customer has the option of reactivating the card, or ordering a new one.
- C. A card that has been terminated for fraud purposes may not be reactivated unless the customer contacts the Company within the above stated timeframe. If the customer needs a calling card, a new card with a new PIN number must be issued to the customer.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**SECTION 3: GENERAL CLASSIFICATION AND DESCRIPTION OF SERVICES** (Cont'd)

3.8 Calling Card Service (Cont'd)

Lost/Stolen Cards

- A. Customer is responsible for notifying the Company immediately upon the loss of a calling card or if it is stolen. If the card was stolen from the customer, the customer should contact the appropriate law enforcement agency.
- B. The Company will immediately terminate the lost or stolen calling card upon notification in order to avoid any fraudulent calls on the card.
- C. A lost or stolen calling card can not be reactivated at any time. If the customer needs a calling card, a new card with a new PIN number must be issued to the customer.

Customer Liability

Customer is liable for all calling card activity and charges generated from calling cards. The Company's calling card activity is monitored on a 24x7 basis. Any suspicious calling card activity will be followed up as stated in section 1 above. If a card is lost or stolen, it is the customer's responsibility to notify The Company immediately and then The Company will terminate the card to avoid fraudulent calls as stated above.

3.9 800 Service

800 Service is a one-way inbound service originating on feature group facilities provided by the Company and terminating on a regular telephone line. The Customer is responsible for payment of all charges associated with such terminating calls rather than the calling party.

3.10 Directory Assistance

Directory assistance will be provided by the Company as part of the service furnished by the Company. The Customer will be billed usage at the appropriate rate.

3.11 Calling Cards

1. KNOLOGY of Kentucky Calling Card, refers to any calling card issued by the Company for Message Telecommunication Service.
2. Non-KNOLOGY of Kentucky Calling Card, refers to any calling card issued by any certified provider of Message Telecommunication Services other than KNOLOGY.

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**SECTION 3: GENERAL CLASSIFICATION AND DESCRIPTION OF SERVICES** (Cont'd)

3.12 Residential Direct Dial Service

Residential Direct Dial Service permits residential customers to make interexchange telecommunications calls at the rates specified in Section 4.2.1.A, herein.

3.13 Business Direct Dial Service

Business Direct Dial Service permits business customers to make interexchange telecommunications calls at the rates specified in Section 4.2.2.A, herein.

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**SECTION 4: RATES AND CHARGES**

4.1 Returned Check Charge

Customers whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed.

Per Occasion                      \$ 20.00

4.2 Rate Schedules

1. Residential Direct Dial Service

A. Usage Plan

Residential direct dial calls are timed by the Company in sixty (60) second increments. Rates are not mileage or time of day sensitive. Customers are billed on a minimum monthly commitment. Should the Customer not meet the monthly estimated usage, the Company and the Customer will determine whether this is the correct plan for the Customer. In any case, the Customer will not be billed the minimum usage should the estimated monthly billing be met.

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**SECTION 4: RATES AND CHARGES** (Cont'd)

4.2 Rate Schedules (Cont'd)

1. Residential Direct Dial Service (Cont'd)

- A. Usage Plan (Cont'd)

<u>Minimum Monthly Billing</u>	<u>Current Rate</u>
\$0 - \$34.99	0.15/min
\$35.00 +	0.10/min
  
- B. Seven Cents Plan

Per minute	\$0.07/minute
Monthly recurring charge	\$4.95/month

2. Business Direct Dial Service

A. Usage Plan

Rates are not mileage or time of day sensitive. Customers are billed on a minimum monthly commitment. Should the Customer not meet the monthly estimated usage, the next appropriate rate threshold will apply. In any case, the Customer will not be billed the minimum usage should the estimated monthly billing be met.

Minimum Monthly Billing	No Contract	1 year	2 year
\$0-\$49.99	\$0.15/min	\$0.093	\$0.085
\$50-\$199.99	\$0.109/min	\$0.093	\$0.085
\$200+	\$0.099/min	\$0.093	\$0.085

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**SECTION 4: RATES AND CHARGES** (Cont'd)

4.2 Rate Schedules (Cont'd)

3. Calling Card Service

A. Availability of Service

The Company will honor KNOLOGY of Kentucky, Inc. Calling Cards and Non-KNOLOGY of Kentucky, Inc. Calling Cards.

B. KNOLOGY of Kentucky, Inc. Calling Card

Calling Card Calls completed with the KNOLOGY of Kentucky Inc. Calling Card are available at the rates specified below:

Per Minute Charge \$ 0.27 per minute

Surcharge for Calling Card calls made from Payphones \$0.30/call

The same rate will apply in all times of day and days of week without regard to distance.

Non-KNOLOGY of Kentucky, Inc. Calling Card

The Company allows Customers to utilize the line-based Calling Cards of other local exchange carriers. Different pricing applies to the utilization of other carriers' line-based Calling Cards. These prices are established by each individual carrier.

Non-KNOLOGY of Kentucky, Inc. Calling Card - Surcharge \$ 0.80

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

SECTION 4: RATES AND CHARGES (Cont'd)

4.2 Rate Schedules (Cont'd)

4. 800 Service

A. Monthly Recurring Charge

In addition to the Usage Charge described in this section, there shall be assessed a monthly charge per line for each 800 Service terminating line at the rates specified below:

Monthly Recurring Charge	\$3.00 per month
--------------------------	------------------

B. Usage Charge

800 Service is available at the same usage sensitive (per-minute) rate as specified in Section 4.2.1.A for Residential and Section 4.2.2.A for business Service.

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