December 28, 2008

Ms. Judy Stephenson Deapriment of Revenue Sattion Number 62 501 High Street P.O. Box 181 Frankfort, Ky 40602

Via fax 🕠

RE: Taxpayer 005157600

Dear Ms. Stephenson:

This letter is concerning the attached communication from your division. Please be advised that ADS-Telcom, Inc. filed bankruptcy in April and closed its doors. I have written to your department, the PSC and SOS offices advising of our closure. I sent notice to have our tariffs deleted and our corporation dissolved. We have not had any business in Kentucky in 5 years. We had just been paying the minimum liability in case we did get any new business there.

Please advise on what we need to do to stop all of this new billing. We have all we have been asked to do and the company does not exist and the company ad myself personally had to file bankruptcy.

Any help you can provide will be greatly appreciated.

Sincerch Mario Nagar (formerly ADS-Telcom)



Z'd

# ADS - Telcom, Inc.

### **TELECOMMUNICATIONS TARIFF**

OF

ADS-Telcom, Inc.

This Tariff contains the service descriptions and rates applicable to the furnishing of telecommunications services offere: by **ADS-Telcom**, **Inc.** ("ADS ") within the State of Kentucky.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

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

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circl: Round Rock, Texas 78664

### **CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

Page Number	Revision	
Title Page	Original	*
1	Original.	*
2	Original	*
3	Original	*
4	Original	*
6	Original	*
7 8	Original	*
8	Original	*
9	Original	*
10	Original	*
11	Original	*
12	Original	*
13	Original	*
14	Original	*
15	Original	*
16	Original	*
17	Original	*
18	Original	*
19	Original	*
20	Original	*
21	Original	*
22	Original	*
23	Original	*
24	Original	*

### PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

### JAN 03 2001

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephand Buy SECRETARY OF THE COMMISSION

\* Indicates pages included with this filing.

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circl: Round Rock, Texas 78664

### TABLE OF CONTENTS

# DescriptionPage NumberTITLE PAGETitleCHECK SHEET1TABLE OF CONTENTS2EXPLANATION OF SYMBOLS3TARIFF FORMAT4SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS5SECTION 2 - RULES AND REGULATIONS7SECTION 3 - DESCRIPTION OF SERVICES AND RATES21

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY Stephand Bull SECRETARY OF THE COMMISSION

Effective Date: January 3, 2001

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circl: Round Rock, Texas 78664

### **EXPLANATION OF SYMBOLS**

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

- C To signify Changed Regulation.
- **D** Delete or Discontinue
- I Change Resulting in an Increase to a rate
- M Moved from Another Tariff Location
- N New
- **R** Change Resulting in a Feduction to a rate
- S Matter Appearing Elsewhere or Repeated for Clarification
- T Change in Text But No Change to Rate or Charge
- $\mathbf{Z}$  Correction

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

PURSUANT TO 807 KAR 5.011, SECTION 9 (1) BY Stephand Buy SECRETARY OF THE COMMISSION

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circl: Round Rock, Texas 78664

### TARIFF FORMAT

- A. Page 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.** Page 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 Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., 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 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. 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. remain 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 Commission.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY Stephand Buy SECRETARY OF THE COMMISSION

Effective Date: January 3, 2001

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circl: Round Rock, Texas 78664

### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A local channel for voice, cata, or video communications which connects the Customer location to a location of the Company or its inderlying carrier.

Account - The Customer who has agreed, onally or in writing, to honor the terms of service established by the Company. An Account may have more than one service billed to the same Customer address. An Account may include multiple locations for the same Customer.

ADS - Used throughout this rate sheet to mean ADS Technologies, Inc. unless clearly indicated otherwise by the text.

**Collect Billing** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agree; to accept the charges.

**Collect Call** - A call billed to the called party and completed through an automated call processing system that prompts the call originator and the called party such that the call is completed without live operator assistance.

Commission - The Kentucky Public Service Commission.

Company - ADS-Telcom, Inc., unless stated otherwise.

**Confinement Institution** - Used throughout this tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with ADS Technologies for the provision of service for use by their inmate population.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. In the case of collect-only calling services provided to inmates of confinement Institutions, the called party is the Customer and is responsible for payment of charges.

**End User** - End Users of ADS Technologies's service are inmates of Confinement Institutions or penal facilities who are authorized by the Institution to use such services.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

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

Effective Date: Jaillar My 2001

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circl: Round Rock, Texas 78664

### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, cont'd.

**Equal Access** - The ability of the Company t: serve Customers on a presubscribed basis rather than through the use of dial access codes.

Inmates - The confined population of Institutions.

Institution - See Confinement Institution.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-1)192.

**Pay Telephone** - A telephone instrument equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

**Person to Person Call** - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room numbe · department, or office to be reached through a PBX attendant.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

Station to Station Call - A service whereby the Customer places a non-Person to Person call with the assistance of an operator (live or automated).

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY Stephand Buy SECRETARY OF THE COMMISSION

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circl: Round Rock, Texas 78664

### **SECTION 2 - RULES AND REGULATIONS**

### 2.1 Undertaking of the Company

ADS's services and facilities are furn shed to inmates of correctional institutions for communications originating and terminating within the State of Kentucky. ADS' services and facilities are furnished for communications originating at specified points within the State of North Kentucky under terms of this Tariff.

ADS provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. ADS may act as the Customer's agent for ordering excess connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the ADS services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

### 2.2 Applicability of Tariff

This Tariff is applicable to telecoromunications services provided by ADS within the state of Kentucky.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

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

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circl: Round Rock, Texas 78664

### 2.3 Payment and Credit Regulations

### 2.3.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its auth rized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Kentucky Public Service Commission. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

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

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circl: Round Rock, Texas 78664

### 2.3 **Payment and Credit Regulations,** cont'd.

### 2.3.2 Deposits

The Company reserves the right to examine the credit record of the Customer, using any lawful sources for determining credit standing. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be no greater than three months' estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprized that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full with interest as required by law or regulations. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

Interest on deposits held will be paid annually at the interest rate prescribed by the Commission, unless the Customer's account is delinquent on the anniversary date of the deposit, in accordance with the provisions of 807 KAR 5:006 §7(6). Interest may be paid by refund or credit to the Customer's bill.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

### 2.3.3 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) 3Y: Stephand Buy

Effective Date: January 9, 2001

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circle Round Rock, Texas 78664

### 2.3 Payment and Credit Regulations, cont'd.

### 2.3.4 Payment Due Date and Late Payment Charges

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due. A late payment fee of 1.5% per month will be applied to any past due balance. A penalty charge will not be applied to a prior penalty amount.

### 2.3.5 Return Check Charge

A return check charge of \$2.5.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Kentucky law and Kentucky Public Service Commission regulations.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

PURSUANT TO 807 KAR 5:011 SECTION 9 (1) BY: <u>Stephan</u> Buy SECRETARY OF THE COMMISSION

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circl: Round Rock, Texas 78664

### 2.4 Taxes and Fees

- 2.4.1 For Debit Card calls, if offered, state and local taxes are included in the stated rates in this tariff. For all other calls, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.4.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, remit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.4.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from c1 pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVF

JAN 03 2001

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: <u>Stephan</u> Buy SECRETARY OF THE COMMISSION

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circl: Round Rock, Texas 78664

### 2.4 Taxes and Fees, cont'd.

2.4.3, cont'd.

### A. Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charg:s and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Ra := per Call \$0.25

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

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

Effective Dates JHEDORM SSI2001

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circl: Round Rock, Texas 78664

### 2.5 Refunds or Credits for Service Outages or Deficiencies

### 2.5.1 Interruption of Service

Credit allowances for interreptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.6 herein. No credit is issued for outages less than ½ hour in duration. Credit for outages greater than ½ hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of arge interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or genot in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automage dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY: <u>Stephan()</u> BUI SECRETARY OF THE COMMISSION

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circl: Round Rock, Texas 78664

### 2.5 Refunds or Credits for Service Outages or Deficiencies, cont'd.

### 2.5.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for 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.

### 2.6 Liabilities of the Company

- 2.6.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.6.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

PURSUANT TO 807 KAR 5.011, SECTION 9 (1) BY: Stephand Buy SECHETARY OF THE COMMISSION

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circl: Round Rock, Texas 78664

### 2.6 Liabilities of the Company, cont'd.

- 2.6.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.6.4 The Company will provide credit on charges disputed by Customer verbally or in writing that are verified as incorrect by Company. If objection is not received by Company within a reasonable period of times after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

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

Effective Date: January 3, 2001 SECRETARY OF THE COMMISSION

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circl: Round Rock, Texas 78664

### 2.7 Refusal or Discontinuance by Company

- 2.7.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, when the Company deems it necessary to take such action to prevent unlawful use of its service. ADS will restore services as soon as it can be provided without undue risk.
- **2.7.2** ADS may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency:
  - **A.** Upon ten (10) days' written notice, for non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
  - **B**. For use of telephone service for any purpose other than that described in the application.
  - C. Upon ten (10) days' written notice, for neglect or refusal to provide reasonable access to ADS or its agents for the purpose of inspection and maintenance of equipment owned by ADS or its agents, after negotiations for corrective action have failed.
  - **D.** Upon ten (10) days' written notice, for noncompliance with or violation of Commission regulation or rules and regulations on file with the Commission, after reasonable efforts to obtain Customer compliance have failed.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

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

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circle Round Rock, Texas 78664 Effective Date: January 3, 2001

KYn0000

### 2.7 Refusal or Discontinuance by Company, cont'd.

### 2.7.2 cont'd.

- E. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bil for service.
- **F.** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect ADS' equipment or service to others.
- **G.** Without notice in the event of tampering with the equipment or services owned by ADS or its agents.
- **H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, ADS may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I. Without notice by mason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY Stephan Buy SECHETARY OF THE COMMISSION

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circle Round Rock, Texas 78664

### 2.8 Limitations of Service

- **2.8.1** Service will be furnished subject to the continuing economic availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- **2.8.2** ADS reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- **2.8.3** The Company does not uncertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- **2.8.4** ADS reserves the right to discontinue the offering of any service with proper notice or deny an application for service it'a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

PURSUANT TO 807 KAR 5011. SECTION 9 (1) Echani) ßΥ Effective Date. Jata 2011

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circle Round Rock, Texas 78664

### 2.9 Use of Service

Service may be used for any lawful : urpose for which it is technically suited.

### 2.10 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

PURSUANT TO 807 KAR 5011. SECTION 9 (1) SECRETARY OF THE COMMISSION

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circle Round Rock, Texas 78664

### 2.11 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

### 2.12 Restoration of Service

Restoration of service shall be accomplished in accordance with Kentucky Public Service Commission and FCC rules and regulations.

### 2.13 Other Rules

2.13.1 The Company may tempora ily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) PY: Stephan() BUI SECRETARY OF THE COMMISSION

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circl: Round Rock, Texas 78664

### SECTION 3 - DESCRIPTION OF SERVICES AND RATES

### 3.1 General

ADS provides automated operator assisted collect-only calling services for use by Inmates of prisons, jails or other Confinement Institutions for communications originating and terminating within the State of Kentucky. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service. Inmate access to the Company's services may be restricted by the administration of the Institution served.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of ADS' services and network. No installation charges apply. Where service is provided on a sent-paid basis by deposit of coins or other currency, the Company will round up call charges to the next \$0.05 increment.

### 3.2 Timing of Calls

Billing for calls placed over the ADS network is based in part on the duration of the call as follows, unless otherwise specified in this tar ff:

- **3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- **3.2.3** Unless otherwise specified in this tariff, the minimum initial period for billing purposes is one (1) minute.
- **3.2.4** Unless otherwise specified in this tariff, billing for usage after the initial period is in full one (1) minute increments.
- **3.2.5** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, ADS will reasonably issue credit for the call.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

Effective By Stephand) Bul SECRETARY OF THE COMMISSION

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circle Round Rock, Texas 78664

KYn0000

### SECTION 3 - DESCRIPT: ON OF SERVICES AND RATES, cont'd.

### 3.3 Institutional Operator Assisted Calling

Institutional operator assisted service allows inmates to place collect calls through an automated call processing system. The call processing system prompts the inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

A number of special blocking and screening capabilities are available with institutional operator services provided by The Company These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the institution.

For services provided to inmates of institutions, the following special conditions apply:

- a. Calls to "900", "976" or other pay-per-call services are blocked by The Company.
- b. At the request of the institution, The Company may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- c. At the request of the Institution, The Company may block inmate access to "911", "411", or local operators reached through "0-" dialing.
- d. At the request of the Institution, The Company may block inmate access to specific telephone numbers
- e. Availability of The Company's services may be restricted by the institution to certain hours and/or days of the week.
- f. At the request of the institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning The Company's services is provided to the administration of each institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the institution's administration.
- g. At the request of the institution, The Company may impose time limits on local and long distance calls placed using its services.
- h. At the request of the institution, equipment may be provided which permits monitoring of inmate calls by legally authorized governmether of BEINACE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circle Round Rock, Texas 78664 Effective Date Japuary 3,2001 SECTION 9 (1) BY Stephand Buy SECRETARY OF THE COMMISSING

### SECTION 3 - DESCRIPTION OF SERVICES AND RATES, cont'd.

### 3.4 Local Services Rates and Charges

Local operator assisted collect-only calls placed by inmates of institutions and other confinement facilities are billed as follows:

Per Local Call Surcharge:	\$1.50
plus the local per call coin rate of:	\$0.35

# 3.5 IntraLATA and InterLATA Services Rates and Charges

### 3.5.1 Service Charges:

Inter & IntraLATA Surcharge: \$1.50

### 3.5.2 Usage Charges:

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Inter LATA per minute:	\$0.28
IntraLATA per minute:	\$0.23

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 03 2001

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) RV SECRETARY OF THE COMMISSION

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circle Round Rock, Texas 78664

### SECTION 3 - DESCRIPTION OF SERVICES AND RATES, cont'd.

### 3.6 **Debit Services**

ADS Telcom's Debit Services are offered for Customer use twenty-four (24) hours a day, seven (7) days a week to all valid terminating locations specified in this section.

Access to ADS Telcom's Debit Services is via a toll-free number. The Customer must input a valid Authorization Code in addition to the destination number with country code and/or area code.

Purchase of a Debit Card or establishment of a Debit Account entitles the consumer to access the Carrier's network for a preset amount of usage. Usage will be debited from the available card or account balance in full-minute increments on a real-time basis. Customers will be interrupted with an announcement when the account balance is about to be exhausted.

Balances in debit accounts are non-refundable and will expire on the date specified on the Debit Card or package in which the card is enclosed. In the case of service provided without a Debit Card, expiration occurs within one year from the date of establishment or last renewal unless otherwise specified in writing by the Carrier.

Unlike a deposit or advance payment, the debit card account balance is not held against future payment as all service is available for immediate consumption.

Debit Service rates provided in this section apply to calls placed from locations within the state of Kentucky. Rates are applicable to ADS Telcom's Inmate-only Debit Account Service.

For Customer accounts provided with a renewal option, Customers may renew or increase the available usage balance within an account by making additional payments to the Company or the Company's authorized agents.

For billing purposes, call timing is rounded up to the next full minute increment after a minimum initial period of one (1) minute. No time of day, holiday or volume discounts apply. The Per Minute rates listed below are inclusive of all applicable taxes.

### 3.9.1 **Usage Charges**

Charges consist of a measured charge for usage, plus a service charge assessed per call.

InterLATA Rate Per Minute: IntraLATa Rate Per Minute	\$0.28 \$0.23	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
Per Call Charge:	\$1.50	JAN 03 2001
		PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephand Raya
cember 4, 2000		Effective Date THE and ATX 3 2001

Issued: December 4, 2000

Issued By: Mario Nagar, President 1000 Heritage Center Circle Round Rock, Texas 78664