Kentucky P.S.C. Tariff No.1

**Original Sheet 1** 

## TITLE SHEET

## KENTUCKY TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for intrastate interexchange telecommunications services provided by Access2Go, Inc. with principal offices at 4609 N. Prospect Rd., Peoria Heights, IL 61616. This tariff applies for services furnished within the state of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.



2<sup>nd</sup> Revised Sheet 2 Cancels 1<sup>st</sup> Revised Sheet 2

## CHECK SHEET

Sheets 1 through 32 inclusive of this tariff are effective as of the date shown at the bottom of each 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 page.

SHEET	<u>REVISION</u>
1	Original
2	2 <sup>nd</sup> Revised*
3	2 <sup>nd</sup> Revised*
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
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original

Issued: September 10, 2009

Effective: September 11, 2009F BRANCH

PUBLIC SERVICE OF KENTUCKY

Jamison Sheft President 4609 N. Prospect Rd. Peoria Heights, IL 61616

## 2<sup>nd</sup> Revised Sheet 3 Cancels 1<sup>st</sup> Revised Sheet 3

## CHECK SHEET (continued)

<u>SHEET</u>	REVISION
30 31	2 <sup>nd</sup> Revised* Original
32	Original

Issued: September 10, 2009



by:

Jamison Sheft President 4609 N. Prospect Rd. Peoria Heights, IL 61616

## TABLE OF CONTENTS

Title Page	1
Check Sheet	2
Table of Contents	4
Alphabetical Index	5
Symbols	7
Tariff Format	8
Section 1 - Technical Terms arid Abbreviations	9
Section 2 - Rules and Regulations	10
Section 3 - Description of Service	22
Section 4 - Rates	26
Section 5 – Specialized Service Arrangements	31
Section 6 – Sample Invoice	32



ALPHABETICAL INDEX	
	Section
Advance Paymeiits	2.9
Ancillary Charges	4.3
Billing and Charges	2.11
Calculation of Distance	3.2
Cancellation or Discontinuance of Service	2.5
Collectioii Costs	2.12
Customer Complaints and/or Billing Disputes	2.13
Customized Service Packages	5.1
Deposits	2.8
Description of Service	3
Directory Assistance	4.4
Finance Charge	4.6
General Rate Information	4.1
Interruption of Service	2.6
Liability of the Company	2.3
Minimum Call Completion Rate	3.3
Payphone Use Surcharge	4.5
Rates	4
Rate Schedules	4.2
Reconnection Charge	4.8
Reseller/Rebiller Certification	2.14
Responsibilities of the Customer or Subscriber	2.4
Restoration of Service	2.7
Return Check Charges	4.7
Rules and Regulations	2
Sample Invoice	6.1
Service Offerings	3.4
Special Promotional Offeriiigs	3.5

		PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
Issued:		11/04/2004 PURSUANT TO 807 <b>Effective:</b> SECTION 9 (1)
by:	Jamison J. Shefts President 4609 N. Prospect Rd. Peoria Heights, IL 61610	By Steel

## Kentucky P.S.C. Tariff No.1

## **Original Sheet 6**

## ALPHABETICAL INDEX (Continued)

	<u>Section</u>
Specialized Service Arrangements	5
Taxes	2.10
Technical Terms and Abbreviations	1
Timing of Calls	3.1
Undertaking of Access2Go, Inc.	2.1
Use and Limitations of Services	2.2



## **SYMBOLS**

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

- 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



## TARIFF FORMAT

A. <u>Sheet Numbering</u> - 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. <u>Sheet Revision Numbers</u> - 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 KPSC. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the KPSC 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. <u>Paragraph Numbering Sequence</u> - 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. <u>Check Sheets</u> - When a tariff filing is made with the KPSC, 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. 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 KPSC.

		PUBLIC SERVICE COMMISSION OF KENTUCKY
Issued:		EFFECTIVE 11/04/200 <b>Effective:</b>
by:	Jamison J. Shefts President	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
	4609 N. Prospect Rd. Peoria Heights, IL 61616	By Executive Director

## **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Access Line - An arrangement which connects the Customer's location to a Access2Go, Inc. network switching center.

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

Commission – Kentucky Public Service Commission.

Company or Carrier - Access2Go, Inc.

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

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

InterLATA Toll Call - Any call terminating beyond the LATA of the originating caller.

IntraLATA Toll Call - Calls terminating within the LATA of the originating caller.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

		PUBLIC SERVICE COMMISSION OF KENTUCKY
Issued:		EFFECTIVE 11/04/20 <b>04ffective:</b>
by:	Jamison J. Shefts President	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
	4609 N. Prospect Rd. Peoria Heights, IL 61616	By
		Executive Director

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

#### 2.1 <u>Undertaking of Access2Go, Inc.</u>

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Access2Go. Inc. for telecommunications between points within the State of Kentucky. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in Kentucky.

- 2.1.1 The services provided by Access2Go, Inc. are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Access2Go, Inc. and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Access2Go, Inc.



## 2. RULES AND REGULATIONS (continued)

- 2.1 <u>Undertaking of Access2Go, Inc.</u> (continued)
  - 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, to refuse to reconnect a customer or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; required underlying carrier commitments; or when the use of service becomes or is in violation of the law or a provision of this tariff.
  - 2.1.4 Unless otherwise stated, the Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

#### 2.2 Use and Limitations of Services

- 2.2.1 Access2Go, Inc.'s services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of Access2Go, Inc.'s services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Access2Go, Inc.'s services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Access2Go, Inc. does not transmit messages, but the services may be used for that purpose.
- 2.2.5 Access2Go, Inc.'s services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5 herein.

		PUBLIC SERVICE COMMISSION OF KENTUCKY
Issued:		11/04/200 <b>£ffective:</b> PURSUANT TO 807 KAR 5:011
by:	Jamison J. Shefts President	SECTION 9 (1)
	4609 N. Prospect Rd. Peoria Heights, IL 61616	By Executive Director

## 2. RULES AND REGULATIONS (continued)

- 2.2 <u>Use and Limitations of Services</u> (continued)
  - 2.2.6 Customers shall not use the service provided under this tariff for any unlawful purpose.
  - 2.2.7 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.
  - 2.2.8 All facilities provided under this tariff are directly controlled by Access2Go, Inc. and the Customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
  - 2.2.9 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transfers.
- 2.3 Liability of the Company
  - 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, terrorism, or due to any other causes beyond the Company's control.
  - 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
  - 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

		PUBLIC SERVICE COMMISSION OF KENTUCKY
Issued:		EFFECTIVE 11/04/2008 ffective:
by:	Jamison J. Shefts President	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
	4609 N. Prospect Rd. Peoria Heights, IL 61616	By
	· · · · · · · · · · · · · · · · · · ·	Executive Director

## 2. **RULES AND REGULATIONS (continued)**

- 2.3 <u>Liability of the Company</u> (continued)
  - 2.3.4 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities shall, in no event, exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur. No other liability in any event shall attach to the Company, except as ordered by the Commission.
  - 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity of any other property whether owned or controlled by the Customer or others.
  - 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
  - 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



## 2. RULES AND REGULATIONS (continued)

#### 2.4 <u>Responsibilities of the Customer or Subscriber</u>

- 2.4.1 The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to authorized users.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Access2Go, Inc. on the Customer's behalf.
- 2.4.3 If required for the provision of Access2Go, Inc. services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Access2Go, Inc.'s services.



Kentucky P.S.C. Tariff No.1

**Original Sheet 15** 

## 2. RULES AND REGULATIONS (continued)

- 2.4 <u>Responsibilities of the Customer or Subscriber</u> (continued)
  - 2.4.5 The Customer shall ensure that its equipment and/or system is properly interfaced with Access2Go, Inc. facilities or services, that the signals emitted into the Access2Go, Inc. network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Access2Go, Inc. will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Access2Go, Inc. equipment, personnel, or the quality of service to other Customers, Access2Go, Inc. may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Access2Go, Inc. may, upon written notice, terminate the Customer's service.

2.4.6 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.

		PUBLIC SERVICE COMMISSION OF KENTUCKY
Issued:		EFFECTIVE 11/04/20 <b>04fective:</b>
by:	Jamison J. Shefts President	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
	4609 N. Prospect Rd. Peoria Heights, IL 61616	By Executive Director

## 2. RULES AND REGULATIONS (continued)

- 2.4 <u>Responsibilities of the Customer or Subscriber</u> (continued)
  - 2.4.7 The Customer must pay for the loss through theft of any Access2Go, Inc. equipment installed at Customer's premises.
  - 2.4.8 The Customer is responsible for the payment of charges for all calls originated at the Customer's numbers, even when those calls are originated by fraudulent means, either from the Customer's premises or from remote locations.
  - 2.4.9 The Customer or authorized user is responsible for compliance with the applicable regulations set forth in this tariff.
  - 2.4.10 The Customer or authorized user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.
- 2.5 Cancellation or Discontinuance of Services
  - 2.5.1 Without incurring liability, Access2Go, Inc. may, upon five working days written notice, discontinue services to a Customer or may withhold the provision of ordered or contracted services:
    - 2.5.1.A For nonpayment of any sum due Access2Go, Inc. for more than twenty days after issuance of the bill for the amount due,
    - 2.5.1.B For violation of any of the provisions of this tariff,
    - 2.5.1.C For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
    - 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Access2Go, Inc. from furnishing its services. PUBLIC SERVICE COMMISSION

Issued:

by:

Jamison J. Shefts President 4609 N. Prospect Rd. Peoria Heights, IL 61616 B

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
STE
Executive Director

OF KENTUCKY

11/04/20074ffective:

## 2. **RULES AND REGULATIONS (continued)**

- 2.5 <u>Cancellation or Discontinuance of Services</u> (continued)
  - 2.5.2 Without incurring liability, Access2Go, Inc. may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and services and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
  - 2.5.3 Service may be discontinued by Access2Go, Inc., without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using a call screening method which generates a network message not allowing calls to complete, when Access2Go, Inc. deems it necessary to take such action to prevent unlawful use of its service. Access2Go, Inc. will restore service as soon as it can be provided without undue risk.
  - 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

		PUBLIC SERVICE COMMISSION OF KENTUCKY
Issued:		11/04/2004 PURSUANT TO 807 KAR 5:011
by:	Jamison J. Shefts President	SECTION 9 (1)
	4609 N. Prospect Rd. Peoria Heights, IL 61610	By Executive Director

#### 2. RULES AND REGULATIONS (continued)

#### 2.6 Interruption of Service

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing, inspecting, or adjusting, of equipment; or to the failure of channels or equipment provided by the Customer; or to the Company's blocking of services to certain locations; and that is not caused by the Customer, is subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.



## 2. **RULES AND REGULATIONS (continued)**

#### 2.6 <u>Interruption of Service</u> (continued)

**2.6.7** The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or quarter hour increments thereof that the interruption continues.

CREDIT FORMULA:

Credit = (A x B) / 720

"A" - outage time in hours "B" - total monthly Access2Go, Inc. provided charges for affected facility

2.7 <u>Restoration of Service</u>

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission

2.8 <u>Deposits</u>

When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. Company shall not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills Company. Conipany may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a customer shall be applied by Company to a bill when the bill has been determined by Company to be delinquent. Company shall issue a written receipt of deposit to each customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

Interest shall be paid on all deposits at the rate prescribed by law. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued inter **BUB IDSER MEEDOM MISSION** final bill and the balance shall be returned within 45 days to the customer **OF KENTUCKY EFFECTIVE** 

Issued:

Jamison J. Shefts President 4609 N. Prospect Rd. Peoria Heights, IL 61616

PURSUANT TO 807 <b>EtAective:</b> SECTION 9 (1)
By Executive Director

by:

#### 2. **RULES AND REGULATIONS (continued)**

#### 2.9 Advance Payments

For Customers whom the Company feels 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 if necessary a new advance payment will be collected for the next month.

#### 2.10 <u>Taxes</u>

All federal, state and local taxes, assessments, surcharges, or fees (i.e., gross receipts tax, sales tax, use tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

- 2.11 Billing and Charges
  - 2.11.1 Access2Go, Inc. will bill its customers directly. Billing will be payable upon receipt and will be considered past due if not paid within 20 days.
  - 2.11.2 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.



## 2. **RULES AND REGULATIONS (continued)**

## 2.12 <u>Collectioii Costs</u>

In the event Company is required to initiate legal proceedings to collect any amounts due to Coinpany for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amount due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable collection agency fees or payment and court costs. In any such proceeding, the amount of collection costs due to the Company will be determined by the Court.

### 2.13 <u>Customer Complaints and/or Billing Disputes</u>

- 2.13.1 Customers may contact Access2Go, Inc.'s representatives 24 hours a day, 7 days a week at 1-800-990-9093, or by writing to Access2Go, Inc., Customer Service Division, 4609 N. Prospect Rd., Peoria Heights, IL 61616.
- 2.13.2 Any objection to billed charges should be reported within forty-five (45) days of the date of the invoice to Access2Go, Inc. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such cliarges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission to intervene in the billing dispute.

## 2.14 Reseller/Rebiller Certification

Any Customer that resells or rebills Access2Go, Inc. services set forth in this tariff must possess all cei-tifications and authorizations required by the Kentucky Public Service Commission and all other pertinent authorities.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
11/04/2004 PURSUANT TO 807 <b>ELECTION</b>
Shefts nt bect Rd. IL 61616 SECTION 9 (1) By Executive Director

## **SECTION 3 - DESCRIPTION OF SERVICE**

## 3.1 <u>Timing of Calls</u>

### 3.1.1 Chargeable Time

The Customer's long distance usage charge is based on the actual usage of Access2Go, Inc.'s network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the called party hangs up thereby releasing the network connection. If the called party hangs up but the calling party does not, chargeable time ends when the network connection is released or by automatic timing equipment in the network. There will be no charges for incomplete calls.

#### 3.1.2 Billing Increments

The minimum call duration and initial billing period is 60 seconds for all intrastate direct dialed calls unless otherwise specified by this tariff. Any additional period is measured and rounded to the next higher 60 second increment unless otherwise specified by this tariff.

#### 3.1.3 Rounding

All calls will be rounded to the second decimal place amount of a call charge.



#### **3. DESCRIPTION OF SERVICE (continued)**

#### 3.2 <u>Calculation of Distance</u>

Usage charges for all mileage sensitive products are based on the airline distance rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4

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

EXAMPLE: Distance between Miami and New York City -

$\underline{VH}$			
Miami	8,351 5	529	
New York	<u>4,997</u> <u>1,</u> 4	<u>406</u>	
Difference	3,354 -8	379	
Square and ad	id: 11,249	9,316 + 772,641	l = 12,021,196
Divide by 10	and round:	12,021,597 / 3	10 = 1,202,195.70
			= 1,202,196
Take square r	oot and rou	ind: 1,202,196	= 1,096.4
			= 1,097 miles



### 3. **DESCRIPTION OF SERVICE (continued)**

#### 3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 95% during peak use periods for all services ("1+" dialing).

#### 3.4 <u>Service Offerings</u>

#### 3.4.1 Dedicated Access Services

Access2Go, Inc. Dedicated Access Services allows a Customer to access the Company's long distance network via a dedicated channel connection between the customer premise equipment and the long distance switch.

#### 3.4.1.1 Inbound Dedicated Service

Access2Go, Inc. Inbound Dedicated Service receives inbound Intrastate calls on Dedicated Access Lines using 800 or 888 number(s).

#### 3.4.1.1 <u>Outbound Dedicated Service</u>

Access2Go, Inc. Outbound Dedicated Service sends outbound intrastate calls on Dedicated Access Lines by dialing "1+ ten digits" for interLATA.



#### **3. DESCRIPTION OF SERVICE (continued)**

#### 3.4 <u>Service Offerings (continued)</u>

#### 3.4.2 Switched Access Services

Access2Go, Inc. Switched Access Service allows a customer to access the Company's long distance network via FGD access.

3.4.2.1 Inbound Switched Service

Access2Go, Inc. Inbound Switched Service receive inbound Intrastate calls on Switched Access Lines using 800 or 888 number(s).

#### 3.4.2.2 <u>Outbound Switched Service</u>

Access2Go, Inc. Outbound Switched Service sends outbound Intrastate calls on Switched Access Lines by dialing "1+ ten digits" for interLATA calls.

#### 3.4.3 Private Line Services

Access2Go, Inc. Private Line Services allows a customer use of a nonswitched direct channel or line specifically dedicated to a customer's use between specified points.

#### 3.5 Special Promotional Offerings

The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. The company will not have special promotional offerings for more than 90 days in any 12 month period. Promotions will be made a part of this tariff.



## **SECTION 4 - RATES**

#### 4.1 <u>General Rate Information</u>

#### 4.1.1 Call Duration

Customer will maintain a call duration of greater than 18 seconds in length for at least 90% of Customer's total domestic calls. Access2Go, Inc. shall charge all calls under 18 seconds in duration a minimum of one cent (\$0.01) per call if the total amount of calls less than 18 seconds exceeds 10% of the Customer's total domestic traffic.

#### 4.1.2 <u>RBOC – ITC Surcharge</u>

Dedicated rates pursuant to this tariff are based upon the condition that the Customer will terminate at least 80% of Customer's total termination usage and originate at least 85% of the Customer's total origination usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC"). Access2Go, Inc. shall apply a surcharge of two cents (\$0.02) per minute of use to the number of minutes that exceed 20% of the total Non-RBOC termination minutes and four cents (\$0.04) per minute of use to the number of the total Non-RBOC termination minutes that exceed 15% of the total Non-RBOC origination minutes.

#### 4.1.3 Charge for Non-Billable Toll Free Calls

If a Customer's usage of a toll-free number results in the non-billable (non-completed) calls for such toll-free number in any month to be greater than 7% of the billable (completed) calls for such toll-free number in that month, Access2Go, Inc. may charge Customer a non-discountable \$0.02 charge for each non-billable call.



### 4. **RATES** (continued)

#### 4.2 <u>Rate Schedules</u>

4.2.1 Inbouiid Dedicated Service

Inbound Dedicated Service - \$0.035 per minute

4.2.2 <u>Outbouiid Dedicated Service</u>

Outbound Dedicated Service - \$0.034 per minute

4.2.3 Inbound Switched Service

Inbound Switched Service - \$0.065 per minute

4.2.4 <u>Outbouiid Switched Service</u>

Outbound Switched Service - \$0.064 per minute

4.2.5 <u>Private Line Services</u>

Private line services will be made available to custoiners in a nondiscriminatory manner. Rates for private line services will be determined on an Individual Case Basis (ICB). Pricing will be based upon term cormnitmerits and distance and will iiiclude a non-recurring charge and minimum revenue requirements. All ICB arrangements will be filed with the Commission.

		PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
Issued: by:	Jamison J. Shefts President 4609 N. Prospect Rd. Peoria Heights, IL 61610	11/04/2004 PURSUANT TO 807 <b>Ktirective:</b> SECTION 9 (1) By <u>Executive Director</u>

#### 4. **RATES (continued)**

#### 4.3 Ancillary Charges

Outbound Account Codes (non-verified) Outbound Account Codes (verified) Inbound Account Codes (non-verified) Inbound Account Codes (verified) Monthly CDR per CD ROM	MRC \$10.00 \$60.00 \$60.00 \$75.00	NRC \$ 25.00 \$ 25.00 \$ 85.00 \$ 85.00 \$ 00.00
PICC Surcharge: Primary Residential Line Non-Primary Residential Line Business Single Line Business Multi-Line Centrex ISDN Line/BRI ISDN/PRI	\$00.00 \$00.00 \$ 1.50 \$ 0.53 \$ 2.81 \$23.92	\$ 00.00 \$ 00.00 \$ 00.00 \$ 00.00 \$ 00.00 \$ 00.00 \$ 00.00
Direct termination Overflow (per order) 8XX SMS Fee (per active 8XX) 8XX Directory Assistance (per 8XX listed) 8XX Area Code Blocking 8XX DNIS Deliver (per order) 8XX ANI Delivery (per trunk group) Unauthorized PIC (per ANI) Network Interconnection Charge	\$90.00 \$ 0.80 \$35.00 \$00.00 \$75.00 \$00.00 \$00.00	\$ 75.00 \$ 0.50 \$ 35.00 \$ 30.00 \$700.00 \$150.00 \$ 25.00 \$ 00.00

Direct Termination Overflow – Allows a dedicated access line customer to control potential congestion of calls placed on an 8XX number by sending overflow calls to another 8XX trunk group, WATS access line, dedicated access line or business line.

Dialed Number Identification – Allows a dedicated access customer to receive calls from multiple 800 numbers on the same terminating trunk group by sending special identification digits along with the 800 call to the customer site. Customer must have proper equipment to receive

must have proper equipment to receive.		PUBLIC SERVICE COMMISSION OF KENTUCKY
Issued: by:	Jamison J. Shefts President 4609 N. Prospect Rd. Peoria Heights, IL 6161	11/04/2004 Effective: PURSUANT TO 807 KAR 5:011 SECTION 9 (1) By Executive Director

### 4. **RATES (continued)**

#### 4.3 Ancillary Charges (continued)

Real Time ANI – Allows a dedicated customer to receive the ANI of the calling party if the call originates from an equal access end office. Currently provided via in-band signaling. Terminating equipment must accept FGD signaling.

Special Routing Features – Special Routing features such as Day of Week Routing, Holiday Routing, Time of Day Routing and Percentage Allocation Routing are not available.

### 4.4 Directory Assistance

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

Per Inquiry

Directory Assistance Charge - \$0.65

Issued: by: Jamison J. Shefts President 4609 N. Prospect Rd. Peoria Heights, IL 6161 PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 11/04/2004 Effective: PURSUANT TO 807 KAR 5:011 SECTION 9 (1) Executive Director

2<sup>nd</sup> Revised Sheet 30 Cancels 1<sup>st</sup> Revised Sheet 30

#### 4. **RATES** (continued)

#### 4.5 Payphone Use Surcharge

An undiscountable payphone use surcharge of \$.59 shall apply to each coinless call which Access2Go, Inc. can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but it not limited to, calls places with an Access2Go, Inc. calling card, collect calls and calls placed to 800 numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access Access2Go, Inc.'s service.

#### 4.6 **Finance Charge**

A finance charge in the amount of 1.5% will be charged on any past due balances.

#### 4.7 **Return Check Charges**

A fee of \$15.00 will be charged for each check returned.

#### 4.8 **Reconnection Charge**

If the Company allows a customer to be reconnected, a reconnection fee of \$20.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

#### 4.9 **Regulatory Recovery Fee**

The Company will impose, at its discretion, a Regulatory Recovery Fee of 8% to offset its costs incurred in complying with regulatory obligations imposed by state regulatory bodies. This charge is not a tax or fee imposed by a government entity.

(N)

(N)



by:

### SECTION 5 – SPECIALIZED SERVICE ARRANGEMENTS

#### 5.1 <u>Customized Service Packages</u>

Customized service packages and competitive pricing packages may be furnished at negotiated rates on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers 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 nondiscriminatory basis. All specialized pricing arrangements are subject to Commission review.



## **SECTION 6 – SAMPLE INVOICE**

#### 6.1 <u>Sample Invoice</u>

Access2Go, Inc. 4609 N. Prospect Rd. Peorta Heights, II. 61616-6496

Accuss260. Inc. numbers execution weakers

# **Payment Coupon**

Master Account Number	203.01.10.2003
New Balance	\$13,298.25
Involce Number	4260
involce Date	March 01, 2004
Payment Dire Dale	March 21, 2004
Amount Enclosed	17 19 - 19 - 19 - 19 - 19 - 19 - 19 - 19 -

Remit To:

ABC Company Alln: John Doe 1234 Someplace Road Anywhere, USA 12345 Access230, Inc. 4609 N. Prospect Rd. Peorla Heighis, II. 61616-6496 falloudhiltandidhailadhailtadad

#### 00000001209 01032004 00004260 00001329825 0064

ACCESS2GO, INC. BIROADBAND CONSULTENTS WASast2go.com

Remember to mark any address changes on your payment coupon if you have changed your address.

A 1.5% late payment charge will be applied to any previous balance on your next bill.

#### Account Summary

Dester and the second	<u>Amaent</u>
Previous Balance	
Privale Line Service	
New Balance	\$13,298.25

#### Private Line Service

Date	Description	Amgent
03/01	203.01.10.2003 - DIA-DS3 - DIA-DS3 03/01/04 to 03/31/04	\$8,069.00
03/01	203.01.10.2003 - DIA-DS3 - DIA-DS3 Prorated 02/14/04 to 02/29/04	\$4,239.25
03/01	203.01, 10.2003 - DIA-DS3 - NRC: DIA-DS3	\$1,030.30
Total		PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
ied:		11/04/2004 PURSUANT TO 807 <b>kជីጽሮ§፤ያዩ</b> ነ
	Jamison J. Shefts	SECTION 9 (1)
	President	Contraction of the second seco
	4609 N. Prospect Rd.	By
	Peoria Heights, IL 6161	Executive Director