

A002 General Regulations

A2. GENERAL REGULATIONS

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PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 13 1993

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

BY: *Glenn H. Hall*
PUBLIC SERVICE COMMISSION MANAGER

A2. GENERAL REGULATIONS

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PUBLIC SERVICE COMMISSION
 OF KENTUCKY
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DEC 06 2003

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


 EXECUTIVE DIRECTOR

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

A2. GENERAL REGULATIONS

A2.1 Application

The regulations specified herein are applicable to all *regulated basic local exchange service* offered by BellSouth Telecommunications, *LLC.*, hereinafter referred to as the Company, *in any Kentucky exchange other than: Bowling Green, Corbin, Frankfort, Georgetown, Henderson, Hopkinsville, Louisville, Owensboro, Paducah, Richmond and Winchester¹.* Additional regulations, where applicable, pertaining to specific service offerings accompany such offerings in various sections of this Tariff. BellSouth Telecommunications, *LLC.* should be substituted for all references where South Central Bell Telephone Company is used. (T)

A2.2 Limitations And Use Of Service

A2.2.1 Use Of Subscriber's Service

A. Restricted to Authorized Users

Telephone equipment, facilities, and services are furnished to the subscriber for use by the subscriber.

1. The subscriber's service may be shared with, but not resold to, the following individuals as authorized by the subscriber for that specific service:
 - a. Members of the subscriber's domestic establishment;
 - b. Employees, agents, or representatives of the subscriber;
 - c. Joint Users sharing in the use of the subscriber's service (Obsoleted 03-11-87, See Section A103);
 - d. Members of clubs at the specified club locations;
 - e. Patients of hospitals, nursing homes, or rest homes at those establishments;
 - f. Students living in quarters furnished by the school, college, or university which subscribes to the service;
 - g. Persons temporarily subleasing the subscriber's residential premises;
 - h. Transient public in connection with the use of reservation service at airport terminals for use by the general public.

B. Limitations on Resale of Service

Unless otherwise specified, service furnished by the Company is intended only for communications in which the subscriber or authorized user has a direct interest. Most services specified in this Tariff are available for resale, except as otherwise noted in this Tariff, by Competitive Local Exchange Carriers (CLECs) which are certificated by the Kentucky Public Service Commission and such services are subject to the terms and conditions specified in this Tariff.

Note 1: The prices, terms, and conditions for Company services offered in the Bowling Green, Corbin, Frankfort, Georgetown, Henderson, Hopkinsville, Louisville, Owensboro, Paducah, Richmond, and Winchester exchanges are governed by other documents, including without limitation applicable Residential Service Agreements, Business Service Agreements, General Exchange guidebooks, and/or price guides. (N)



A2. GENERAL REGULATIONS

A2.2 Limitations And Use Of Service (Cont'd)

A2.2.1 Use Of Subscriber's Service (Cont'd)

- C. Hotels or motels may provide telephone service to their guests or patrons as long as the service is provided as specified in A2.3.2. and A3.20.
- D. In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.
- E. Traffic Reports as described in A32.1.4.B. may be requested for use by Enhanced Service Providers (ESPs) and Customer Premise Equipment (CPE) vendors when utilized for evaluation and engineering purposes and not provided to the end user. When a Traffic Report is requested by an ESP or CPE vendor, a study time will be determined based on availability of equipment utilized for this offering. The offering is provided on a per-report basis and will consist of a one-week analysis of the customer's central office based facilities. These reports vary based on central office types and equipment availability. (N)

A2.2.2 Establishment Of Identity

- A. The calling party shall establish his identity in the course of any communication as often as may be necessary.
- B. The calling party shall be solely responsible for establishing the identity of the person or station with whom connection is made at the called location.

A2.2.3 Customer-Provided Terminal Equipment And Customer-Provided Communications Systems

Customer-provided terminal equipment may be used and customer-provided communications systems may be connected with the facilities furnished by the Telephone Company for Telecommunications Services as provided in Section A15. of this Tariff.

A2.2.4 Accessories Provided By The Subscriber

Accessories which aid a subscriber's convenience in his use of the facilities of the Company in the service for which they are furnished under this Tariff are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company; or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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OCT 18 2000

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

ISSUED: September 13, 1996
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

A2. GENERAL REGULATIONS

A2.2 Limitations And Use Of Service (Cont'd)

A2.2.5 Broadcast Of Recordings Of Telephone Conversations

The broadcasting of a recording of a telephone conversation during the period of recording is permissible provided that, in the interest of protecting the privacy of telephone service, the recording is made in accordance with the regulations governing connection with subscriber-provided voice recording equipment as specified in this Tariff.

A2.2.6 Recorded Public Announcements

Use of Company facilities or service in connection with Automatic Announcement Service, Automatic Answering and Recording Service, Recorder-Coupler Service or miscellaneous devices for recorded public announcements are subject to the following conditions:

- A. For purposes of identification, subscribers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
- B. Local Dial-It[®] Service subscribers and subscribers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.
- C. Private telephone numbers will not be furnished for use with recorded public announcements.
- D. Failure to comply with the provisions of this Tariff shall be cause for termination of the service.

A2.2.7 Limited Communication

The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

A2.2.8 Transmitting Messages

The Company will not 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. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company, except where the Company transmits messages for Telecommunications Devices for the Deaf (TDD).

Where the Company transmits messages through the Kentucky Relay Center, the Company shall not be liable for errors in translating, transmitting, receiving, or delivering messages by telephone, TDD or any other instrumentality over the facilities of the Company, connecting utilities or through the Kentucky Relay Center, in the absence of gross negligence or willful misconduct.

A2.2.9 Unlawful Use Of Service

The service is furnished subject to the condition that it will not be used for an unlawful purpose. The Company *may discontinue service or* refuse to furnish service when it has reasonable grounds to believe that such service is *being used or* will be used in violation of *the law*. *Reasonable grounds may include but is not limited to an order, provided by law enforcement officials to the Company, from a court of competent jurisdiction in which the court finds that the service is being used or* will be used in violation of *the law and should be terminated*.

(DELETED)

(DELETED)

(C)
(D)
(D)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
COLUMBIA

OCT 14 1996

PURSUANT TO 102 KAR 200.1,
SECTION 3.6

BY: *[Signature]*
FOR THE PUBLIC SERVICE COMMISSION

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A2. GENERAL REGULATIONS

A2.2 Limitations And Use Of Service (Cont'd)

A2.2.10 Cancellation Of Service For Cause

- A. The Company may *with notice or*, without notice, either suspend service or terminate the subscriber's contract without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon: (C)
1. Without Prior Notice¹ (N)
 - a. Abandonment of the service. (T)
 - b. (DELETED) (D)
 - c. Impersonation of another with fraudulent intent. (T)
 - d. (DELETED) (D)
 - e. (DELETED) (D)
 - f. Use of service in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of telephone service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls to be directed to such subscribers at or about the same time which may result in preventing, obstructing, or delaying the telephone service of others. (T)
 - g. Abuse or fraudulent use of service; such abuse or fraudulent use includes: (T)
 - (1) the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for the service; (T)
 - (2) the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, Long Distance Message Telephone Service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service; (T)
 - (3) the use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; (T)
 - (4) the use of profane or obscene language; (T)
 - (5) the use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers. (T)
 - h. (DELETED) (D)
 2. With Notice (N)

The reason for such suspension or termination shall be specified in the written notice as stipulated in A2.3.17 and A2.4.3 of this Tariff. (N)

 - a. Nonpayment of any sum due for exchange, long distance or other services. (N)
 - b. Failure of a subscriber to make suitable deposits as required by this Tariff. (N)

Note 1: Within twenty-four (24) hours after such termination, the Company shall send written notification to the customer of the reason for termination or refusal of service. (N)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Glenn Deller
PUBLIC SERVICE COMMISSION MANAGER

ISSUED: August 12, 1993
BY: M. H. Greene, President - KY
Louisville, Kentucky

EFFECTIVE: September 13, 1993

A2. GENERAL REGULATIONS

A2.2 Limitations And Use Of Service (Cont'd)

A2.2.10 Cancellation Of Service For Cause(Cont'd)

- A. (Cont'd) (C)
- 2. With Notice(Cont'd) (N)
 - c. Listening in on partyline conversations. (N)
 - d. Any other violation of the Company's regulations. (N)
- B. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person. (M)
- C. Denial and Restoral of Service (M)

The Company reserves the right to terminate the service of any mobile unit which regularly places more calls through one particular Foreign Base Station than through its Base Station of Registry. (M)

A2.2.11 Misuse Of Directory Assistance Service (M)

The Company may limit or refuse the use of Directory Assistance to obtain a subscriber's listed name, address or telephone number for any purpose other than to facilitate the making of a telephone call. (M)

A2.2.12 Reserved For Future Use (M)

A2.2.13 Reserved For Future Use (M)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 13 1993

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

BY: *Clara J. Miller*
PUBLIC SERVICE COMMISSION MANAGER

A2. GENERAL REGULATIONS

A2.2 Limitations And Use Of Service (Cont'd)

A2.2.14 Billed Number Screening

Billed Number Screening will be furnished at the Company's option, and upon agreement by the customer to control instances of fraud associated with billed to third party^l, and/or collect calls^l. This service may also be furnished in response to a customer request. (T)

A2.2.15 Reserved For Future Use

A2.2.16 Kentucky Relay Center Restrictions

- A. The following calls may not be placed through the Kentucky Relay Center:
1. Calls to 700, 976, and 900 numbers
 2. Calls to time or weather recorded messages
 3. Calls to other informational recordings
 4. Station sent paid calls from coin telephones
 5. Operator handled conference service and other teleconference calls

A2.3 Establishment And Furnishing Of Service

A2.3.1 Availability Of Facilities

- A. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.
- B. The rates and charges quoted in this Tariff provide for the furnishing of service and facilities where suitable facilities are available, or when the construction of the necessary facilities does not involve excessive costs.
- C. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in Section A5., "Charges Applicable Under Special Conditions," except as otherwise specified.
- D. The economical operation of the telephone business, for the benefit of the whole body of rate payers and to the business itself may require changes in wire center boundaries. The rates for service furnished to customers affected when such changes take place will be recalculated based on the application of the approved tariff methods of applying charges and the customer will be informed of any increase or decrease in their rates at the time of the change.
- E. Exchange Boundary Administration Procedures
1. Intra-company Procedures
Beginning on April 8, 1989, the following procedures will be used with respect to establishing intra-company boundaries of exchange areas.
 - a. Where the boundary line of an area follows along one side of a road, a building which has an entrance to that road at a point where that road is included in that area, is considered to be in that area, regardless of the geographical location of such building.

Note 1: Effective March 19, 2016, Collect, Person to Person, Bill to a Third Number calls, Local Verification/Interruption Service and Zero Minus (0-) Charging services are discontinued. (N)



ISSUED: July 26, 1991

BY: M. H. Greene, President-KY Div.
Louisville, Kentucky

EFFECTIVE: August 26, 1991

A2. GENERAL REGULATIONS

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.1 Availability Of Facilities (Cont'd)

E. Exchange Boundary Administration Procedures (Cont'd)

1. Intracompany Procedures (Cont'd)

- b. Where the boundary line of an area follows along the center of a road, a building which is located on the side of the road included in that area and which has an entrance to that road at a point where that side of the road is included in that area, is considered to be in that area, regardless of the geographical location of such building. (M)
- c. Where the boundary line of an area follows along the boundary line of a subdivision, a private property line, a line which is shown on the map as being a stated distance from a given point, a railroad, a river or a creek, a building which has an entrance to a road at a point where that road is included in that area, is considered to be in that area, regardless of the geographical location of such building. (M)
- d. Where a building has entrances into more than one area, the principal entrance shall determine the area in which such building is considered to be located in accordance with a., b. or c. preceding. In no case shall such building be considered to be located in more than one area. (M)
- e. All units of a multi-unit building, such as a two family house, an apartment house, or an industrial building, are considered to be in the same area. (M)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 26 1991

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

BY: George L. Bell
PUBLIC SERVICE COMMISSION MANAGER

A2. GENERAL REGULATIONS

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.1 Availability Of Facilities (Cont'd)

E. Exchange Boundary Administration Procedures (Cont'd)

1. Intracompany Procedures (Cont'd)

- f. All buildings and premises of a subscriber on his continuous property are considered to be in the same area.
- g. All buildings and premises on the continuous property of a common endeavor, such as an estate, amusement park, or airport, are considered to be in the same area as the owner or operator of the common endeavor. Each occupant of such building or premises may subscribe to his own service; however, this procedure is applicable to every occupant of such building or premises, whether or not a part of or concerned in the common endeavor.
- h. In developments, such as trailer parks, tourist camps, and housing projects, where the buildings, trailers, or other structures are occupied by persons who are not a part of a common endeavor, private streets, roads, and driveways in such developments are considered, under the provisions of the preceding paragraphs, to be public roads for the purpose of determining the road to which a building, trailer or other structure has an entrance. Each building, trailer and other structure is considered separately for the purposes of determining the area from which it will be served.

2. Intercompany Procedures

Beginning on April 8, 1989, the following procedures will be used with respect to establishing intercompany boundaries of exchange areas. (C)

a. Intercompany exchange boundaries will be administered according to the geographical location of the customer's principal premises except in the following cases.

- (1) All units of a multi-unit building, such as a two family house, an apartment house, or an industrial building, are considered to be in the same area.
- (2) All buildings and premises on the continuous property of a common endeavor, such as an estate, amusement park, or airport, are considered to be in the same area as the owner or operator of the common endeavor. Each occupant may subscribe to his own service; however, this procedure is applicable to every occupant of such buildings or premises, whether or not a part of or concerned in the common endeavor.

A2.3.2 Flat, Measured And Message Rate Service

A. When Flat, Standard Measured, Low-Use Measured, Message rate or Area Calling Service types of service are offered in an area, an applicant may, at his option, select either type of service or combination of services for the applicant's private residence location.

An applicant at a business location may select either flat, measured or message rate service when they are available in the exchange. However, a combination of these different types of services will not be furnished to the same subscriber at the same business location. Different applicants at the same business location, even in the same office, may each subscribe to a different type of service as long as each applicant has a different account and the applicants do not share a communication or other key-type system. The exceptions to the mixing restrictions for business locations are listed following:

- 1. To hotel and hospital premises where Flat Rate Service may be provided for the exclusive use of hotel or hospital management, in addition to the Area Calling Service, Measured or Message Service ordinarily provided in guests' or patients' rooms and lobbies, or Flat Rate Service may be provided in guests' or patients' rooms in addition to Flat Rate Service for management use in hotels and hospitals. This exception does not permit the combining of Area Calling Service, Measured and Message Rate Trunks. Guests or patients may contract separately for one of the services that may otherwise be available to them.
- 2. To premises where pay telephones may properly be located.
- 3. To premises where Back-Up Line service may properly be located with flat rate primary line service.
- 4. To premises where Flat Rate Service is used for voice transmission and usage rate service is used for transmission of medical information only, for emergency purposes only, for answering machines only, for fax machines only, or for computer data communications only, and the usage lines are not part of the primary voice system at that location. It shall also apply for premises where usage service is used for voice transmission and flat rate service is used for the same purposes stated above.
- 5. To premises where toll terminals are located.



ISSUED: September 13, 1996
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

A2. GENERAL REGULATIONS

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.2 Flat, Measured And Message Rate Service (Cont'd)

(M)

6. To premises which have Premium Area Calling Service and request Business Flat Rate Service for additional lines or which have Business Flat Rate Service and request Premium Area Calling Service for additional lines.

(M)(T)

A2.3.3 Party Line Service

- A. Individual Line Residential and Individual Line Business Services are the only grades of service offered by the Company for permanent Basic Local Exchange Service. Effective July 10, 1993, all existing Two-Party Line Residential customers were grandfathered. Two-Party Line Residential Service is no longer available to new subscribers and transfer of service subscribers. Effective January 24, 1994, the Company will begin a program to upgrade two-party customers to individual line service. Customers will be notified prior to their service being changed. When upgraded, residential customers will be allowed to continue paying two-party zone charges (see Section A103.9) until one of the following occurs: transfer of service to new location; additional line(s) added; or requested relocation of Company facilities.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
RETROACTIVE

OCT 14 1996

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: *[Signature]*
FOR THE PUBLIC SERVICE COMMISSION

B2. REGULATIONS

B2.2 Use

B2.2.1 Authorized Users

A private line service may be used for one or more of the following purposes and for the purpose specified in B2.2.9. following.

- A. For the transmission of communications to or from the customer and relating directly to the customer's business.
- B. For the transmission, to all stations simultaneously, of communications which relate directly to matters of common interest to the customer and the authorized users when those connected to the service are all in the same general line of business.
- C. For the transmission of communications relating directly to the business of a subsidiary corporation over which the customer exercises control through the ownership of more than 50 percent of the voting stock.
- D. For the transmission of communications to or from any station on a service furnished to a Department or Agency of the United States Government when the head of the Department or Agency, or his duly authorized representative, notifies the Company in writing that the use is intended only for official United States Government business.
- E. Where the use of the service relates to coordination or exchange of electrical pooled power, for the transmission of communications between any two or more stations of such service or similar services furnished to others who are parties to the coordinating or exchange arrangement.
- F. For the transmission of communications to, from, within and between air carriers, where the customer is an aeronautical communications company licensed to operate stations in the aeronautical mobile and fixed services.
- G. For the transmission of communications of a state or local government agency where the service is ordered for such agency by the United States Government pursuant to the Intergovernmental Cooperation Act of 1968.

B2.2.2 Unlawful Purpose

Private Line Service shall not be used for an unlawful purpose.

B2.2.3 Use By Others

- A. *Unless otherwise noted*, private line service shall not be used for any purpose for which a payment or other compensation shall be received by either the customer or any authorized user, or in the collection, transmission, or delivery of any communications for others, except as provided in B2.2.1.E. and F. preceding and in B2.2.3.B.. This provision does not prohibit an arrangement between the customer and the authorized users to share the cost of the private line service.
- B. Most private line services specified in this Tariff are available for resale, except as otherwise noted in this Tariff, by Competitive Local Exchange Carriers (CLECs) certificated by the Kentucky Public Service Commission and such services are subject to the terms and conditions specified in the appropriate sections of this Tariff. (N)

B2.2.4 Reserved For Future Use

B2.2.5 Private Lines May Be Used For Different Types Of Transmission Simultaneously

A private line may be used for different types of transmission simultaneously as provided in B2.2.5.A. and B2.2.6. following in accordance with the normal transmission characteristics of such a private line.

- A. When used for the remote operation of a mobile radiotelephone system, it may be used simultaneously for voice communication and to transmit more than one tone in sequence or simultaneously for control purposes.

B2.2.6 Additional Channels Created From A Channel

Additional channels may be created from a channel provided for private line service use as provided in B2.2.6.A., B. and C. following:

- A. Customers or authorized users by use of their own equipment, and in accordance with the normal transmission characteristics of the private line, may create additional channels from channels furnished by the Company if the channels are furnished by the Company for, and if the channels thus created are used for
 1. remote operation of mobile systems, or
 2. remote metering, supervisory control or signalling purposes;

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A2. GENERAL REGULATIONS

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.3 Party Line Service (Cont'd)

- B. The Company reserves the right to cancel any existing Party Line Service, upon thirty days notice, whenever in the judgment of the Company the use of the party line subscriber is such, from high volume of use, other failure to fairly share the line, listening in on party line conversations, or other causes, as to interfere with the reasonable use of the other party connected with the same line. (T)

A2.3.4 Reserved For Future Use

A2.3.5 Application For Service

- A. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, rules and regulations from time to time in force and effect.
- B. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
- C. If telephone service is established and it is subsequently determined that either condition in A2.3.5.B. preceding exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.
- D. When additions, rearrangements, relocations or modification of service and equipment requested by a customer or applicant are canceled in whole or in part or are unduly delayed by or at the request of the customer or where the customer or applicant modifies his request for service and equipment so that additional costs are incurred by the Company, charges specified in Section A5. apply in addition to regular tariff rates and charges.

A2.3.6 Application Of Rates For Business And Residence Service

- A. In general, business rates apply at business locations and residence rates apply at residence locations, as illustrated by situations described in B. and C. following.

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PUBLIC SERVICE COMMISSION MANAGER

A2. GENERAL REGULATIONS

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A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.6 Application Of Rates For Business And Residence Service (Cont'd)

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B. Business rates apply for:

1. Offices, stores, factories, mines, and all other places of a strictly business nature.
2. Offices of hotels, boarding houses, and apartment houses; colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions. For the purpose of this Tariff, a boarding house is defined as a structure where rooms are rented or boarders taken.
3. Tool houses or construction offices of contractors engaged in the reconditioning or remodeling of any structure whether the structure is to be used for business or residence purposes upon completion of the work.
4. Services provided pursuant to the Sharing and Resale Tariff (Section A27.), even though residence directory listings may apply for listings provided for Sharing and Resale Clients.
5. Service terminating solely on the secretarial facilities of a telephone answering bureau.
6. Service listed in the business section of the BellSouth White Pages Directory or listed as a business in a combined residence/business BellSouth White Pages Directory.
7. WatsSaver[®] service which is consolidated from separate locations and may include residential intrastate intraLATA toll usage.

BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

C. Residence rates apply for:

1. Private residence locations which have up to and including ten (10) lines which do not employ business listings in the Company's telephone directory. For this application, the subscriber may have up to three (3) of those lines in a **grouping** or hunting arrangement. Special construction charges may be applied to recover additional costs as specified in Section A5. of this Tariff. (T)
 - a. If a subscriber requires more than ten (10) lines at a residence location, business service rates shall apply for all lines in excess of the initial ten (10) lines. (T)
 - b. If a subscriber requires more than three (3) lines in a **grouping** or hunting arrangement at a private residence location, business rates shall apply for all lines in the arrangement **and business grouping rates shall apply for all lines in the arrangement. Residence service lines and business service lines can not be placed in the same grouping or hunting arrangement.** (T)
 - c. Effective March 24, 1997, existing subscribers with more than ten residence service lines and/or more than three (3) lines in a rotary or hunting arrangement at their residence location shall be allowed to retain their existing service. However, if these existing subscribers require additional lines for their residence location, the additional lines shall have business service rates. If they request a move of their existing service to a new residence location, business service rates shall apply for all lines over the initial ten lines. (T)
 - d. If these existing subscribers have more than three (3) lines in a **grouping** or hunting arrangement and require additional lines in that arrangement, either at the same residence location or at a new residence location, all lines in the arrangement shall have business service **line rates and business grouping rates. Residence service lines and business service lines can not be combined in the same grouping or hunting arrangement.** (T)
 - e. A residence service grouping or hunting arrangement shall not be allowed to rotary or hunt to another residence or business grouping or hunting arrangement at the same location or at a different location. A business service grouping or hunting arrangement at a residence location shall not be allowed to rotary or hunt to a residence grouping or hunting arrangement at the same location or at a different location. A business grouping or hunting arrangement shall be allowed to rotary or hunt to another business grouping arrangement at a residence location. (N)
2. Subscribers residing in private apartments in hotels, clubs, hospitals, and boarding houses who request their own individual residential service when business listings are not employed.

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: May 1, 2002
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Fifth Revised Page 6.1
Cancels Fourth Revised Page 6.1
EFFECTIVE: June 1, 2002

A2. GENERAL REGULATIONS

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.6 Application Of Rates For Business And Residence Service (Cont'd)

C. (Cont'd)

3. Secretarial line terminations of residence main service terminating as extension lines on the premises of a telephone answering bureau.
4. Volunteer fire departments or other entities eligible for aid under *KRS 278.172*.
5. Subscribers residing in college sorority or fraternity houses who order their own individual residence service for their rooms.

(C)

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A2. GENERAL REGULATIONS

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.6 Application Of Rates For Business And Residence Service (Cont'd)

- D. If a subscriber's service changes from business service to residence service, the telephone number must be changed. Reference of calls will not be provided regardless of how long the existing Directories will remain in effect. Service Charges, which apply for such changes, are quoted in Section A4. (T)
- E. Changes from residence to business service may be made without change in telephone number, if the subscriber so desires. Service Charges, which apply for such changes, are quoted in Section A4. (T)
- F. (DELETED) (D)

A2.3.7 Transfer Of Service Between Subscribers

- A. At the Company's discretion, service previously furnished one subscriber may be assumed by a new subscriber if the new subscriber willingly assumes all existing financial responsibility for the account once such service has been cancelled or abandoned by the previous subscriber providing there is no lapse in the rendition of service. After the new subscriber assumes financial responsibility, all future bills will be rendered to the new subscriber.
Service Charges, as specified in Section A4. will apply as appropriate. (T)
A Service Charge will not apply when transferring the service to the remaining spouse or roommate in the event of divorce or death of a spouse or in the event of separation or death of a roommate.
- B. After the new subscriber assumes financial responsibility, the new subscriber may retain the existing telephone number if the Company deems such a transfer appropriate and if the previous subscriber consents or if the previous subscriber has abandoned the service.

A2.3.8 Initial Service Periods

- A. Unless otherwise specified, the initial service period for all services offered in this Tariff is one month commencing with the date of installation of the service.
- B. For manual cordless and non-multiple systems and Centralized Incoming PBX Service on a station contract basis the initial service period is one month.
- C. For all other services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in brackets following the basic termination charge listed in that Section of this Tariff containing the service offered.
- D. The initial service period relates to each applicable unit of service, either on the initial or subsequent installations.

A2.3.9 Floor Space, Electric Power And Operating At The Subscriber's Premises

- A. The subscriber is responsible for the provision and maintenance, at his expense, of all suitable space and floor arrangements, including but not limited to adequate lighting and temperature control, required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber by the Company. Any power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the subscriber.



A2. GENERAL REGULATIONS

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.9 Floor Space, Electric Power And Operating At The Subscriber's Premises (Cont'd)

- B. All operating required for the use of communications facilities provided by the Company at the subscriber's premises will be performed at the expense of the subscriber, and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.

A2.3.10 Provision And Ownership Of Equipment And Facilities

- A. Equipment and facilities furnished by the Company on the premises of a subscriber or authorized user of the Company are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this Tariff, must be installed, relocated and maintained by the Company and that the Company's employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, or upon termination or cancellation of the service, to remove such equipment and facilities.
- B. Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except upon consent of the Company.
- C. Equipment and facilities furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected.

A2.3.11 Provision And Ownership Of Directories

Telephone directories distributed from time to time by the Company remain the property of the Company and shall be surrendered upon request. Telephone directories should not be mutilated or misused in any manner which impedes reference to essential service information or otherwise interferes with service.

A2.3.12 Provision And Ownership Of Telephone Numbers

Telephone numbers are the property of the Company and are assigned to the service furnished the subscriber. The subscriber has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the subscriber, whenever the Company deems it necessary to do so in the conduct of its business.

A2.3.13 Maintenance And Repairs

- A. All ordinary expense of maintenance and repairs, unless otherwise specified in this Tariff, is borne by the Company.
- B. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the subscriber or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the subscriber, the subscriber shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen, or destroyed, or the expense incurred in restoring it to its original condition.

A2.3.14 Company Facilities At Hazardous Or Inaccessible Locations

- A. Where *new or additional* service is to be established at a location that would involve undue hazards, or where accessibility is impracticable, to employees of the Company, the subscriber may be required to install and maintain all facilities. (T)

Where new or additional service is to be established at a location that has a hazardous electrical environment (e.g., an electric power substation or generating plant or a high voltage transmission tower, switching or distribution location), the customer must have high voltage isolation equipment installed at such premises whenever hazardous voltages of 1000V peak-asymmetrical or greater exist prior to the installation of BellSouth ordered service. If the customer is aware that its premises are located where such hazardous voltages exist, the customer must notify BellSouth of this fact at the time its order for service is placed. BellSouth makes high voltage isolation equipment that complies with the Institute of Electrical and Electronics Engineers ("IEEE") Standards 487 and 1590 available to its customer under Special Assembly. (N)

The customer may elect to provide high voltage protection by means other than BellSouth Special Assembly and if customer so elects, the equipment used must meet the technical requirements specified in IEEE Standards 487 and 1590 and the customer shall submit its proposed design and equipment specifications to BellSouth for approval prior to installation of BellSouth service ordered. Where the customer has elected to select, install, use and maintain its own high voltage protection equipment, the customer does so with the understanding that it is solely responsible for any interruption of BellSouth's service associated with its selection, installation, use or maintenance of the high voltage protection. Furthermore, the customer, its employees, agents, officers, directors, affiliates, successors and assigns agree to indemnify and hold BellSouth, its subsidiaries, affiliates and their collective employees, agents, officers, and directors harmless from all loss, liabilities, costs and expenses, including attorneys' fees and all costs of defense and settlement, resulting from interruption of service or damage to property, claims, demands, suits or actions of any nature whatsoever arising from the failure of the high voltage protection selected, installed, used or maintained by the customer. (N)

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Executive Director

A2. GENERAL REGULATIONS

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.14 Company Facilities At Hazardous Or Inaccessible Locations (Cont'd)

A. (Cont'd)

BellSouth reserves the right to suspend any service it provides absent required high voltage protection until adequate protection is provided. (N)

Standard intervals do not apply for service ordered where voltage isolation equipment is required and must be installed prior to installation of new or additional service ordered from BellSouth. (N)

- B.** All customer-provided equipment and facilities must be constructed and maintained in a manner satisfactory to the Company and must be in compliance with all of the regulations set out in this Tariff for the connection of customer-provided terminal equipment and communications systems. Failure by the customer to comply with these requirements will result in disconnection of the service.

A2.3.15 Work Performed Outside Regular Working Hours

The rates and charges specified in this Tariff contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Additional charges which may apply for work performed outside regular working hours are set out in Section A5.

A2.3.16 Suspension Of Business And Residence Service

A. General

1. Upon request, a subscriber to business or residence service may arrange for the temporary suspension of such service. Suspension of service is available, where not prohibited by the Company's tariffs, on a subscriber's complete service or on such portion thereof the use of which can be suspended.
2. When the period of suspension is less than one month, the regular charges for the full month of service shall apply. For the purpose of administering this regulation, every month is considered to have 30 days.
3. When a complete service, or portion thereof which is suspended, is subject to an initial service period of more than one month, the basic termination charge applicable thereto will be reduced at one-half the normal full rate of reduction while the service is on a suspended basis and the initial service period is extended by one-half for each month of suspension.
4. In connection with complete suspension of service, local or long distance service is not furnished during the period of suspension. At the request of the subscriber, inward calls to a station line at which service is suspended may be referred to the number of another station line in the same or a distance exchange.
5. The charge for the total suspension period may be collected in advance.
6. There is no reduction in the charge for foreign central office line mileage and foreign exchange line mileage during the period of suspension.
7. There is no reduction in the recurring charge for Back-Up Line during the period of suspension. (T)

B. Application Of Charges

1. Main Station Service

The charge for basic exchange line service and associated optional services and features during the period of suspension is 50 per cent of the rate regularly charged, except as provided in service-specific sections of this Tariff, as specified in A. preceding, B.4. following and except where the subscriber is an emergency oriented organization that meets the following criteria:

- a. The primary mission of the organization is the preservation of life or property;
- b. The organization is government funded;
- c. The use of the suspended service is limited to emergency situations and kept on a standby basis during non-emergency times, except during maintenance testing by the subscriber.

The maximum number of suspendable main station lines at a customer's site will be limited to thirty (30) lines at no charge for the qualifying emergency organization.

Where specified in other sections of this Tariff, optional services associated with the basic exchange line can be suspended at no recurring charge during the period of suspension. Other restrictions in service-specific tariffs shall still apply. Service charges will continue to apply as specified in Section A4. of this Tariff.

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By 

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A2. GENERAL REGULATIONS

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.16 Suspension Of Business And Residence Service (Cont'd)

B. Application Of Charges (Cont'd)

2. ESSX[®] service, ESSX-1 and PBX Services

- a. The charge for ESSX[®] service, ESSX-1 and PBX Services is 50 percent of the rates regularly charged, except as modified in A2.3.16.B.2.b., A2.3.16.B.2.d. and A2.3.16.B.4. following.
- b. The minimum charge for any 12 consecutive months shall not be less than three-fourths of the total charge for full service during the 12 month period.

3. (DELETED)

4. Related Services Furnished in Connection with Preceding Services

Except as modified elsewhere in the Company's tariffs, the charge during the period of suspension for other services offered in the General Subscriber Services Tariff furnished in connection with the preceding services is 50 percent of the rate regularly charged.

(D)

A2.3.17 Termination Of Service

A. Termination of Service by the Company

1. Violation of any of the regulations contained in this Tariff on the part of the subscriber may be regarded as sufficient cause for termination of the subscriber's service.
2. When the service is terminated on the initiative of the Company, after having made a reasonable effort to obtain customer compliance, for a violation of its regulations by the subscriber, the regulations stipulated for termination of service at the subscriber's request apply. After the Company has made such an effort, service may be disconnected or refused after the subscriber has been given a written notice of the proposed disconnection at least ten (10) days before the proposed date of disconnect.
3. The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair, any other service rendered to the public by the Company.

B. Termination of Service at the Subscriber's Request

Service may be terminated at any time upon reasonable notice from the subscriber to the Company. Upon such termination the subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charge, or both.

C. Termination Charge

1. A Termination Charge is determined by applying to the Basic Termination Charge the percentage which the unexpired portion of the Initial Service period bears to the full Initial Service Period.
 - a. The Basic Termination Charge and the Initial Service Period are indicated in the section of this Tariff covering the service items to which they apply. The Initial Service Period is shown in brackets following the amount of the Basic Termination Charge.
 - b. When a subscriber discontinues one or more units of a group of the same item, the service latest installed shall be considered as the service first discontinued.
 - c. When a subscriber cancels an order for service carrying a Basic Termination Charge prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in engineering, ordering, and providing the service; the termination charge in this event will not exceed the Basic Termination Charge.

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BY: Stephan D. Bull
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*Registered Service Mark of BellSouth Corporation

ISSUED: October 6, 1995
BY: M. H. Greene, President - KY
Louisville, Kentucky

EFFECTIVE: November 1, 1995

A2. GENERAL REGULATIONS

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.17 Termination Of Service (Cont'd)

C. Termination Charge (Cont'd)

1. A Termination Charge is determined by applying to the Basic Termination Charge the percentage which the unexpired portion of the Initial Service period bears to the full Initial Service Period. (Cont'd) (N)
- d. When an order is cancelled after the installation of the required equipment and facilities but before service is established, termination charges shall be applied as if the service had actually been established. (N)
- e. When a service is moved to different premises, all remaining termination charges shall be applied on the service at the old location and the new location shall be treated as a new installation. If the service is relocated on the same premises, the move shall be handled on the preceding basis or, at the subscriber's option, he may pay actual cost of making the move. (N)
- f. The Basic Termination Charge in effect at the time the customer's service is established will be used to determine the termination charge. (N)

A2.3.18 Ringer Limitations

- A. Except as provided herein, one ringer is provided for each station and such ringer is located at the station. (M)
- B. The number of ringers directly connected to the line (including that furnished with the main station) is limited to four per main station in the case of individual lines. (M)

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A2. GENERAL REGULATIONS

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.18 Ringer Limitations (Cont'd)

- C. Ordinarily in connection with Individual Line, and Centrex Type Services Station Line Service, a ringer is permanently connected to the line.

A2.3.19 Reserved For Future Use

A2.3.20 Residence Service For Company Employees

(DELETED)

- A. *All services offered by the Company may be made available to the Company's employees/retirees at a discount.*

(DELETED)

(DELETED)

(D)
(C)
(D)
(D)

A2.3.21 Connection With Miscellaneous Common Carriers

A. Application

1. Service is available to and from customers of Miscellaneous Common Carriers through connecting facilities provided by the Company in accordance with the provisions set forth in A.2.3.21.A.2. through 5. following.
2. Subject to the availability of facilities and the reasonable requirements of the Company for its telecommunications services, the Company will, at the Miscellaneous Common Carrier's request, physically connect its facilities with those of the Miscellaneous Common Carrier for the purpose of interchanging intrastate traffic in connection with the Miscellaneous Common Carrier's Domestic Public Land Mobile Radio Services (as defined in Part 21 of the FCC Rules). Such connection and interchange of intrastate traffic shall be as follows:
 - a. Two-Way Mobile Traffic
The Company will connect its facilities between any telephone exchange whose rate center is located in the Miscellaneous Common Carrier's Reliable Service Area (as defined in part 21 of the FCC Rules) and the Miscellaneous Common Carrier's control point(s) in or serving that Reliable Service Area.
 - b. One-Way Signaling Traffic
The Company will connect its facilities between any telephone exchange within which a signaling receiver is served by the Miscellaneous Common Carrier's system and the Miscellaneous Common Carrier's control point(s) in or serving that system.
3. The facilities provided for connection and interchange of traffic shall not be used, switched or otherwise connected together by the Miscellaneous Common Carrier for the provision of through calling from a landline telephone to another landline telephone, nor shall they be switched or otherwise connected together by the Miscellaneous Common Carrier for the provision of through calling from a landline or mobile unit located in one Reliable Service Area (as defined in Part 21 of the FCC Rules).



A2. GENERAL REGULATIONS

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.21 Connection With Miscellaneous Common Carriers (Cont'd)

- A. Application (Cont'd)
4. Specific administrative procedures, connection and operating arrangements and charges for the facilities provided by the Company to the Miscellaneous Common Carrier for the purpose of connection and interchanging traffic are as set forth in various intercarrier agreements between the Company and the Miscellaneous Common Carriers or in the tariffs of the Company as appropriate. Where the state franchise area or state authorization of the Miscellaneous Common Carrier is different than the Reliable Service Area (as defined in Part 21 of the FCC Rules), the terms and conditions of connection and interchange of traffic may be modified to recognize the extent of such state franchise or authorization.
 5. The connection and interchange of traffic as set forth in A.2.3.21.A.1. through 4. preceding does not constitute a joint undertaking with the Miscellaneous Common Carrier for the furnishing of any service.

A2.3.22 Reserved For Future Use

A2.3.23 Minimum And Fractional Rates And Charges

- A. Except as otherwise specified, when rates are on a "per month" basis, the minimum charge will be for one month. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month will be a part of the monthly charge based on the proportion that the actual number of days service is furnished bears to 30 days.
- B. The rates for fractional days in connection with Wide Area Telephone Service are set out in Section A19. of this Tariff. When rates involve a fraction of a cent, the fraction is carried throughout the computation of the charge.

A2.3.24 Trouble Determination Charge

The Trouble Determination Charge is the charge which applies for each dispatch required in connection with a customer's service difficulty or trouble report when it is determined that the source of the difficulty or trouble is on the customer's side of the demarcation point. This charge does not include any further isolation work beyond the demarcation point.

A2.4 Payment Arrangements And Credit Allowances

A2.4.1 Advance Payments

An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable Service *Charges*, installation or other nonrecurring charges plus charges for one month of service. Where construction charges are applicable, the payment thereof may be required in advance of start of construction. (T)

A2.4.2 Deposits

- A. Any applicant who is unable to establish a satisfactory credit standing with the Company or any subscriber whose credit standing has become impaired may also be required to deposit a sum up to an amount equal to either the charge for two months local service or the charge for the estimated toll messages during a like period, or both. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

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FOR THE PUBLIC SERVICE COMMISSION

A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.2 Deposits (Cont'd)

- B. Interest will *accrue* on all sums held on deposit at the rate *prescribed by law beginning on the date of the deposit*. The *accrued* interest will be applied as a credit to the customer's bill or will be paid to the customer on an annual basis. If the deposit is refunded or credited to the customer's bill prior to the deposit anniversary date, *or if interest is paid or credited to the customer's bill prior to twelve (12) months from the deposit anniversary date or from the last interest payment date*, interest will be paid or credited to the customer's bill on a pro-rated basis. If interest is not credited to the customer's bill or paid to the customer annually, interest will be computed by a method which will result in an amount no less than that obtained by using a middle course method between simple and compound interest in compliance with Commission Order dated October 31, 1989 in Case No. 89-057. Interest on deposits computed in this manner will accrue until credited to the customer's bill or paid to the customer. (C)
- C. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentations or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due the Company.



A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.3 Payment For Service

- A. The subscriber is responsible for payment of all appropriate charges for telephone services, including completed calls and equipment. The subscriber will receive a monthly bill for telephone services provided by the Company. The bill will include the subscriber's telephone number, the due date of the bill, the amount due, the period of time covered by the bill, and itemized local and toll charges as appropriate. Similar billing information will be provided on separate sheets for the subscriber's preferred long distance carrier and other carriers as appropriate. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within thirty days after the bill is rendered the account shall be deemed correct and binding upon the subscriber. Nonpayment of charges for service may result in the interruption or discontinuance of any or all of the services furnished the subscriber.
- B. Except as otherwise stated in the tariff, the subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long distance service and billed local usage.¹ The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station. Service shall not be disconnected for nonpayment of charges unless the Company has given the affected subscriber a written notice of the proposed date of disconnection at least five (5) days before the proposed date of disconnection. No service shall be terminated until at least twenty (20) days after the date of the original unpaid bill.
- C. Should service be suspended for nonpayment of charges, it will be restored only in accordance with payment of a charge for restoration in Section A4. When the period of suspension is more than one day, credit will be given from the date of suspension up to and including the date service is restored.
- D. When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Tariff.
- E. In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for nonpayment of charges, or otherwise discontinued, terminated or interrupted, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this Tariff; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.
- F. The Company will apply an administrative charge to the subscriber's account for each separate occasion upon which a check, draft or other payment instrument is not accepted by the subscriber's financial institution on which it is written.

1. Returned check/bank draft

- | | Rate | USOC | |
|----------|---------|------|-----|
| (a) Each | \$30.00 | NA | (1) |
- G. Customers who have deferred payment agreements for services provided by the Company will be allowed to spread the Service Charges, as specified in Section A4, plus interest over the respective period of the agreement. Interest on deferred amounts will be calculated at the Company's incremental cost of capital. That interest rate is 13 percent. This interest rate will be revised periodically by the Company upon approval of the Commission. If, in the judgment of the Company, the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of a lawful interest rate. Notice will be made to the Commission before suspension of the deferred payment option. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension. The deferred charges (including calculated interest) will be prorated on a monthly basis over the selected deferral period length.

Note 1: Basic monthly charges are billed in advance. Toll charges for long distance services and additional charges for local usage are billed in arrears.



A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.3 Payment For Service (Cont'd)

- H.** A late payment charge of \$6.50 will apply to each residence subscriber's bill (including amounts billed in accordance with Billing and Collection Services) when any undisputed portion of a previous month's bill has not been paid in full prior to the next billing date. A late payment charge of \$15.00 and an interest charge of 1.50 percent of the unpaid balance will apply to each business subscriber's bill with a balance greater than \$6.00 (including amounts billed in accordance with Billing and Collection Services) when any undisputed portion of a previous month's bill has not been paid in full prior to the next billing date. The 1.50 percent interest charge is applied to all new charges on a subscriber's previous month's bill which were not paid prior to the next billing date. State Agencies subject to KRS 45.454 shall be assessed late payment charges in accordance with that statute. Additional penalty charges shall not be assessed on unpaid penalty charges. Federal Government customers are exempt from late payment and/or interest charges.
- I.** Residence subscribers with overdue bill balances for their existing service, which has been temporarily suspended for nonpayment, who are unable to pay the charges in full may be allowed to retain their local service if they elect to have a full toll restriction placed on their existing service, at no charge, until the charges are paid. These subscribers may arrange to pay the outstanding balance in up to twelve (12) monthly installment payments. An Installment Billing Service Fee may apply as specified in Section A4.
- J.** Miscellaneous Fees Associated With Payments

1. Payment Convenience Fee for Payment Made Via Telephone Call

A fee will apply for each instance of payment of outstanding charges when authorized by the subscriber by telephone (whether such telephone call was initiated by the subscriber or by the Company) and when the method of payment would allow the payment to be immediately credited to the subscriber's account, such as payment via an electronic check (eCheck) or any other discretionary type payment that may be accepted by the Company through such telephone contacts. This fee will not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, automatic funds transfers, payments through the Company Internet website (www.bellsouth.com or www.att.com), and other conventional methods of payments. The subscriber would be informed of any applicable charges prior to processing the subscriber's request.

(D)

a. Rates and Charges

(1) Per Telephone Request

	Rate	USOC
(a) Residence	\$5.00	NA
(b) Business	5.00	NA

A2.4.4 Allowance For Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed, upon request of the subscriber, for the service and facilities rendered useless and inoperative by reason of the interruption during the time said interruption continues in excess of twenty-four hours from the time it is reported to or detected by the Company, except as otherwise specified in this tariff. For the purpose of administering this regulation, every month is considered to have thirty days.

A2.4.5 Provision For Certain State And Local Taxes And Fees

- A.** When the Company is required to pay the three percent utilities gross receipts license tax for schools, authorized by KRS 160.613, the Company will increase its rates in any such county in which it is required to pay such school tax by three percent.



A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.5 Provision For Certain State And Local Taxes And Fees (Cont'd)

- B. Effective July 1, 1960, the Company, pursuant to authority conferred by KRS 139.210 commenced and will continue to add to the bills of subscribers as a separate item the Kentucky Veterans' Bonus Sales and Use Tax levied by KRS 139.200.
- C. Effective June 1, 2007, the Company will add to the bills of subscribers a surcharge to recover the KY Gross Revenues Tax (GRT) imposed by KRS 136.616. This will appear as a separate line item on the customer's bill and will read: KY GRT Surcharge.

A2.4.6 Reserved For Future Use

A2.4.7 Reserved For Future Use

A2.4.8 (DELETED)

(D)



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Louisville, Kentucky

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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 (DELETED)

(D)



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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 (DELETED)

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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 (DELETED)

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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 (DELETED)

(D)



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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 (DELETED)

(D)



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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 (DELETED)

(D)



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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 (DELETED)

(D)



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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 (DELETED)

(D)



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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 (DELETED)

(D)

A2.4.9 (DELETED)

(D)



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Cancels Original Page 22.0.0.1
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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.9 (DELETED)

(D)



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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.10 (DELETED)

(D)



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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.10 (DELETED)

(D)



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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.10 (DELETED)

(D)



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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.10 (DELETED)

(D)



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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.10 (DELETED)

(D)

A2.4.11 (DELETED)

(D)



A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.12 Bill Format

A. Following is an example of the Company's bill format for business subscribers.



KY BUSINESS CUSTOMER
 STE 100
 123 ANY STREET
 ANY CITY, KY 12345 9999

Page 1 of 2
 Account Number 270 555-2222 111 3333
 Billing Date Jun 23, 2008

Web Site att.com

Monthly Statement

Bill-At-A-Glance	
Previous Bill	178.98
Payment Received 6-20 Thank You!	178.98CR
Adjustments	.00
Balance	.00
Current Charges	111.57
Total Amount Due	\$111.57
Amount Due in Full by	Jul 11, 2008

Billing Summary

Questions? Call:	Page	
Plans and Services	1	73.90
1 888 620-6000 PIN: 3333		
Repair Service:		
1 888 620-6900		
AT&T Long Distance Service	1	37.67
1 888 620-6000		
Total Current Charges		111.57

AT&T Benefits

• Thank you for choosing a package plan tailored for your needs. AT&T lets you choose how, when and where you communicate.

Plans and Services

Monthly Service - Jun 23 thru Jul 22	
1. Complete Choice® Single Line	52.00
Business Line	
Three-Way Calling	
30 Code Speed Calling	
Call Forwarding	
Repeat Dialing	
Call Return	
Call Trace	
Call Blocking	
Caller-ID Name-Number Delivery	
2. Complete Choice® Mntce 1 Line	4.95
Equipment Maintenance Plan	
Inside Wire Protection	
Total Monthly Service	56.95

Surcharges and Other Fees		
Item	No.	Quantity
3. Federal Subscriber Line Charge	1	6.50
4. Federal Universal Service Fee	1	.73
5. KY - GRF Surcharge	1	.77
Total Surcharges and Other Fees		8.00

Government Fees and Taxes		
Item	No.	Quantity
6. Federal Excise Tax		1.82
7. KY - State Tax		3.65
8. KY - School Tax		1.56
9. Kentucky Lifeline Support	1	.08
10. TRS/TAP Surcharge	1	.09
11. Emergency 911 Service		1.75
Total Government Fees and Taxes		8.95
Total Plans and Services		73.90

AT&T Long Distance Service

Monthly Service		
Charges for 270 555-2222		
Type of Service	Per	Per
12. Domestic Unlimited Flex Plan Monthly Fee	06/16-07/15	24.00
13. Business Worldwide Plan Monthly Fee	06/16-07/15	7.95
Total Charges for 270 555-2222		31.95
Total Monthly Service		31.95

News You Can Use Summary

- PREVENT DISCONNECT
 - AT&T BILLING GUIDE
 - CARRIER INFORMATION
 - CALL BEFORE YOU DIG
- See "News You Can Use" for additional information

Return bottom portion with your check in the enclosed envelope.

Local Services provided by AT&T Kentucky
 U.S. Pat. D410,960 and D414,810



A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.12 Bill Format (Cont'd)

(T)

A. Following is an example of the Company's bill format for business subscribers. (Cont'd)



KY BUSINESS CUSTOMER
STE 100
123 ANY STREET
ANY CITY, KY 12345 9999

Page 2 of 2
Account Number 270 555-2222 111 3333
Billing Date Jun 23, 2008

AT&T Long Distance Service

Surcharges and Other Fees

1. Federal Universal Service Fund Fee **2.44**

Government Fees and Taxes

2. KY - State Tax 2.11
3. KY - School Tax .72
4. KY - GRT Surcharge .45

Total Government Fees and Taxes 3.28

Total AT&T Long Distance Service 37.67

DISPUTED DEBTS

Please note, any check or payment instrument in an amount less than the full amount due that you send AT&T marked "PAID IN FULL" or otherwise tender as full satisfaction of a disputed amount, must be sent to AT&T Accounts Receivable Management, P.O. Box 198992, Section 22, Nashville, TN 37219-8992 and NOT the payment address shown on the payment return document. Thank you for choosing AT&T Kentucky for your communication needs.

BILL DISCREPANCIES

AT&T strives to provide our valued customers the best service possible. However, if you have a bill discrepancy, you should notify AT&T within 60 days after the receipt of your AT&T bill.

News You Can Use

PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$104.99. Also, neglecting to pay for remaining charges may result in interruption, removal of these remaining services or further collection action.

CARRIER INFORMATION

Our records indicate that you have selected AT&T Long Distance or a company that resells their services as your primary local toll carrier and AT&T Long Distance or a company that resells their services as your primary long distance carrier. Please contact us if this does not agree with your records.

AT&T BILLING GUIDE

To get answers to questions regarding partial month charges and other billing related topics, please view our interactive AT&T Billing Basics Guide at <http://www.att.com/billingbasics>.

CALL BEFORE YOU DIG

It's the Law! Call 811 before you dig. Know what's below. Help promote Safety on your job and in your community by calling to get underground utilities located before you DIG! Spread the Word!

Terms and Conditions

RETURN CHECK POLICY

An important part of AT&T's commitment to our valued customers is keeping you informed of policies that may affect your account. If a check is returned to AT&T from your financial institution, a returned check fee up to the amount permitted by law may be charged to your account.

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Seventh Revised Page 22.4
Cancels Sixth Revised Page 22.4
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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.12 Bill Format (Cont'd)

A. (DELETED)

(T)

(D)



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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.12 Bill Format (Cont'd)

A. (DELETED)

(T)

(D)



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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.12 Bill Format (Cont'd)

A. (DELETED)

(T)

(D)



A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.12 Bill Format (Cont'd)

(T)

B. Following is an example of the Company's bill format for residence subscribers.

att.com



KY RESIDENCE CUSTOMER
 123 ANY STREET
 ANY CITY, KY 12345 9999

Page 1 of 2
 Account Number 502 555-1111 222 1212
 Billing Date Jun 25, 2008
 Web Site att.com

Monthly Statement

Bill-At-A-Glance

Previous Bill	45.89
Payment Received 6-20 Thank You!	45.89CR
Adjustments	.00
Balance	.00
Current Charges	46.57
Total Amount Due	\$46.57
Amount Due in Full by	Jul 14, 2008

Billing Summary

Questions? Call:	Page	Amount
Plans and Services	1	42.50
1 888 757-6500 PIN: 5678		
Repair Service: 1 877 737-2478		
AT&T Long Distance Service	1	4.07
1 888 757-6500		
Total Current Charges		46.57

AT&T Benefits

- Thank you for choosing a package plan tailored for your needs. AT&T lets you choose how, when and where you communicate.

Plans and Services

Monthly Service - Jun 25 thru Jul 24

1. Residential Line	18.40
2. Listing-Not in Directory or DA	5.50
3. Inside Wire Protection	7.50
Total Monthly Service	31.40

Surcharges and Other Fees

Item	No.	Description	Quantity	Amount
4. Federal Subscriber Line Charge	1		1	6.50
5. Federal Universal Service Fee	1		1	.73
6. KY - GRT Surcharge	1		1	.41
Total Surcharges and Other Fees				7.64

Government Fees and Taxes

Item	No.	Description	Quantity	Amount
7. Federal Excise Tax				.94
8. KY - State Tax	1		1	1.56
9. Kentucky Lifeline Support	1		1	.08
10. TRS/TAP Surcharge	1		1	.09
11. Emergency 911 Service				.79
Total Government Fees and Taxes				3.46

Total Plans and Services **42.50**

AT&T Long Distance Service

Important Information

Provide family and friends with a toll-free number and unique PIN so they can reach you without being charged. You pay just 10 cents per minute, billed to your AT&T account. Call 1 800 895-5555 TODAY (must be placed from your home telephone number) to request Toll Free at Home Service! Some restrictions apply.

Monthly Service

Charges for 502 555-1111	Type of Service	Period
12. Core Value Plan Monthly Fee		06/18-07/17

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• PREVENT DISCONNECT	• CARRIER INFORMATION
• AT&T BILLING GUIDE	• CALL BEFORE YOU DIG

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2.00 TARIFF BRANCH
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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.12 Bill Format (Cont'd)

(T)

B. Following is an example of the Company's bill format for residence subscribers. (Cont'd)



KY RESIDENCE CUSTOMER
123 ANY STREET
ANY CITY, KY 12345 9999

Page 2 of 2
Account Number 502 555-1111 222 1212
Billing Date Jun 25, 2008

AT&T Long Distance Service

Surcharges and Other Fees

1. Federal Universal Service Fund Fee	.30
2. Carrier Cost Recovery Fee	1.49
Total Surcharges and Other Fees	1.79

Government Fees and Taxes

3. KY - State Tax	.23
4. KY - GRT Surcharge	.05
Total Government Fees and Taxes	.28

Total AT&T Long Distance Service 4.07

DISPUTED DEBTS

Please note, any check or payment instrument in an amount less than the full amount due that you send AT&T marked "PAID IN FULL" or otherwise tender as full satisfaction of a disputed amount, must be sent to AT&T Accounts Receivable Management, P.O. Box 198992, Section 22, Nashville, TN 37219-8992 and NOT the payment address shown on the payment return document. Thank you for choosing AT&T Kentucky for your communication needs.

BILL DISCREPANCIES

AT&T strives to provide our valued customers the best service possible. However, if you have a bill discrepancy, you should notify AT&T within 60 days after the receipt of your AT&T bill.

News You Can Use

PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$38.37. Also, neglecting to pay for remaining charges may result in interruption, removal of these remaining services or further collection action.

CARRIER INFORMATION

Our records indicate that you have selected AT&T Long Distance or a company that resells their services as your primary local toll carrier and AT&T Long Distance or a company that resells their services as your primary long distance carrier. Please contact us if this does not agree with your records.

AT&T BILLING GUIDE

To get answers to questions regarding partial month charges and other billing related topics, please view our interactive AT&T Billing Basics Guide at <http://www.att.com/billingbasics>.

CALL BEFORE YOU DIG

It's the Law! Call 811 before you dig. Know what's below. Help promote Safety on your job and in your community by calling to get underground utilities located before you DIG! Spread the Word!

Terms and Conditions

RETURN CHECK POLICY

An important part of AT&T's commitment to our valued customers is keeping you informed of policies that may affect your account. If a check is returned to AT&T from your financial institution, a returned check fee up to the amount permitted by law may be charged to your account.

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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.12 Bill Format (Cont'd)

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GENERAL SUBSCRIBER SERVICES TARIFF

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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.12 Bill Format (Cont'd)

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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.12 Bill Format (Cont'd)

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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.12 Bill Format (Cont'd)

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GENERAL SUBSCRIBER SERVICES TARIFF

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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.12 Bill Format (Cont'd)

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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.12 Bill Format (Cont'd)

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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

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A2. GENERAL REGULATIONS

A2.5 Liability Of The Company

A2.5.1 Service Irregularities

The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Tariff as an allowance for interruptions.

A2.5.2 Use Of Facilities Of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with this Company's facilities in establishing connections to points not reached by this Company's facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

A2.5.3 Indemnifying Agreements

The Company shall be indemnified and saved harmless by the subscriber of subscribers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the facilities provided by the Company.

A2.5.4 Defacement Of Premises

The Company is not liable for any defacement of or damage to the premises of a subscriber resulting from the furnishing of service or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of employees of the Company.

A2.5.5 Period For The Presentation Of Claims

The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty days after the alleged delinquency occurs.

A2.5.6 Equipment In Explosive Atmosphere

- A. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
- B. The Company may require each subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- C. The subscriber shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area, if in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

A2.5.7 Performance Of The Telecommunications Network

Satisfactory performance of the telecommunications network requires continuing functional compatibility of the network control signals and the switching equipment involved. To assume such continuing compatibility, network control signaling in the furnishing of exchange telecommunications service shall be performed by equipment furnished, installed and maintained either by the Company or by the customer.

A2.5.8 Use Of Customer-Provided Equipment

The services furnished by the Company, in addition to the preceding limitations also are subject to the following limitation:

- A. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company

A2. GENERAL REGULATIONS

A2.5 Liability Of The Company (Cont'd)

A2.5.8 Use Of Customer-Provided Equipment (Cont'd)

A. (Cont'd)

1. caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or
2. not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

A2.5.9 Directory Errors And Omissions

The Company's liability for damages arising from errors in or omissions of listings in its directories or directory assistance records for which no additional charge is made shall be limited to the amount of actual impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory or during the period that the directory assistance records remain in error after notice to the Company by the subscriber, or \$500.00, whichever is less.

For listings furnished at additional charge, the Company's liability shall not exceed the amount of such additional charge during the period covered by the directory or during the period that the directory assistance records remain in error after notice to the Company by the subscriber.

The Company may discharge its liability for errors or omissions by abatement or refund, or by a combination of abatement and refund.

A2.5.10 Reserved For Future Use

(N)

A2.5.11 Application Testing

(N)

The Company makes no warranties with respect to the performance of certain services for any and all possible customer applications which may utilize these services. The Company will provide a limited amount of such service(s) subject to the conditions specified in A. and B. following. Such service is to be utilized without charge in an initial application test with a customer for no longer than sixty days from the date of installation. The Company shall determine the specific services which may be used in application testing; such services will be made available to all customers for use in an initial application test subject to the conditions set forth in this Application Testing tariff. The purpose of an application test is to determine the appropriateness of that specific service(s) for that specific application prior to the customer placing a firm order for such service(s).

(N)

- A. Services to be provided in an application test are subject to the availability of facilities and equipment as determined by the Company. The criteria set forth in this Application Testing tariff will also apply for certain untariffed services offered in Special Service Arrangement agreements. In an application test only the minimum quantity of a service sufficient to ensure a satisfactory test of that service for the customer's application will be provided. (N)
- B. Services that are utilized in an application test with a customer may be provided without charge for an application test period of up to sixty days. Such service is provided for the specific purpose of conducting an application test with a customer and is not intended to be utilized as a substitute for temporary service. (N)
 1. Upon completion of the application test where the customer determines that the performance of the services utilized are unacceptable for the application, the application test service will be removed without charge to the customer. Such service shall be disconnected by the Company no later than the first day following the sixtieth day of the application test. (N)

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EFFECTIVE SEP 28 1995

Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application and no changes to the test service configuration are required, the customer will be billed the appropriate nonrecurring charges for the test service and monthly billing will begin at that time. (N)

(M)

(N)

SEP 28 1995

Note 1: Any additional service requested to be installed upon completion of the application test shall be subject to standard tariff nonrecurring charges and rates as set forth in each service tariff.

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

BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

Material previously appearing on this page now appears on page(s) 24.1 of this section

A2. GENERAL REGULATIONS SEP 27 1999

A2.5 Liability Of The Company (Cont'd)

A2.5.11 Application Testing (Cont'd)

B. (Cont'd)

3. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application, however, the test service configuration must be changed, the customer shall be responsible for both the appropriate nonrecurring charges for the application test service plus all appropriate charges for the rearrangement of the service. Monthly billing shall begin for the rearranged service.

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

BY: Stephan O. Bey
SECRETARY OF THE COMMISSION

A2.5.12 Limitation of Liability

A. Unauthorized Computer Intrusion

The Company's liability, if any, for its willful misconduct is not limited by this section of this Tariff. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

B. Transmission of Data

The Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. *Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps)*. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

The Company's liability for damages or errors caused during the transmission of data over any of the Company's data facilities shall be limited to an amount equal to the proportionate charge for the service for the period during which the service was affected.

C. Errors or Damages Caused by System Date Limitations

The Company's liability for errors or damage resulting from the inability of the Company's systems to process dates, such as the Year 2000, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

D. Unauthorized Devices

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

A2.6 Reserved For Future Use

A2.7 Obligation Of The Company

A2.7.1 Obligation To Furnish Service

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

A2.8 Reserved For Future Use

A2.9 Reserved For Future Use

A2. GENERAL REGULATIONS

A2.10 Special Promotions

- A. The Company may offer special promotions of basic local exchange services upon notification to the Commission. At least one day prior to the start of the promotion, the Company will file with the Commission the final terms and conditions of the promotion along with revenue and cost information. Thereafter, the Commission will either accept or reject the promotion. The Company will modify the promotion as directed or withdraw the promotion if rejected by the Commission. These promotions are a temporary waiver of certain recurring, nonrecurring and/or usage charges or a one-time credit to a subscriber's account. Promotions will be offered on a completely non-discriminatory basis to all subscribers meeting the eligibility criteria for each promotion within the classification of service and area for which the promotion is offered. Each subscriber so meeting the criteria will have an equal opportunity for participation. Notification will include the time period in which the promotion is to be conducted as well as the terms and conditions.

A2.11 Trademarks and Servicemarks Protection

A2.11.1 Use of Trademarks and Servicemarks

Trademarks and service marks owned by BellSouth Intellectual Property Corporation may not be used by any entity concurring in or providing services pursuant to this Tariff except under an express written license agreement with BellSouth Intellectual Property Marketing Corporation.

A2.12 Reserved for Future Use

A2.13 (DELETED)

(D)



A2. GENERAL REGULATIONS

A2.13 (DELETED)

(D)

A2.14 Customer Agents

A2.14.1 General

- A. The conditions specified herein apply to any entity (hereinafter "agent"), including but not limited to Customer Premises Equipment Providers, Enhanced Service Providers, and Interexchange Carriers acting or purporting to act on behalf of a customer or prospective customer (hereinafter "customer") in transactions with the Company. Such transactions may include, but are not limited to: (1) requests for information about the service or equipment of any customer, (2) negotiations regarding deposits, (3) orders for establishment of or changes in service or equipment, and (4) requests for or inquiries concerning the repair or maintenance of the service or equipment of any customer.

A2.14.2 Responsibility of the Agent

- A. The agent shall at all times act within the scope of the agent's authority as defined in the agent's agreement with the customer and shall not undertake any transaction with the Company on behalf of any customer unless the agent has been authorized to do so by that customer.
- B. In undertaking any such transactions on behalf of any customer, the agent shall comply with all rules and regulations in this section of this Tariff applicable to the transaction or to the service or equipment to which the transaction pertains.



