

SECTION XIII. LONG DISTANCE SERVICE

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A. Introduction

This Section sets forth the specific Rules, Regulations and Rates Applicable to the FPB Long Distance Telephone Service. This includes the Specific Terms and Conditions, which the Subscriber/Customer will abide by, based on the Subscriber signing the Master Application Service Agreement, Letter of Authorization, and/or use of service.

B. General Description of Long Distance Telephone Service (To Be Developed)

C. Specific Terms and Conditions

1. Liabilities of the Plant Board

The Plant Board's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

1.2 The Plant Board shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Plant Board, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Plant Board's direct control.

1.3 The Plant Board shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Plant Board under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Plant Board, if not directly caused by negligence of the Plant Board.

1.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Plant Board.

1.4 The Plant Board shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of Plant Board's negligence.

2. Other Terms & Conditions are being developed.

3. **\*Acceptable Use Policy – Unlimited Long Distance Plans**

Acceptable Use - Unlimited Voice Services

Frankfort Plant Board (FPB) has prepared this Acceptable Use Policy ("Policy") as a guide for its customers to understand the intended and permissible uses of our service, and to prevent exploitation, fraud, and abuse of its unlimited calling plans and features.

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This Policy is based upon the relevant provisions in our Terms of Service and is applicable to all our services with Big River Telephone.

### **Normal, Reasonable Residential Use**

FPB's service is a single (and not extended or multi-) family residential voice service. It is engineered to process and deliver traffic profiles and utilization levels of our typical residential customers' calling patterns (hereafter also referred to as "normal" residential use). "Unlimited" refers to that type and level of usage. "Typical" refers to the calling patterns of at least 95% of our customers on a particular calling plan. Normal residential traffic profiles and utilization do not include business line or trunk class of service levels that may arise from business, multiple or extended family, community or fraudulent use. "Unlimited" does not refer to those types and levels of usage. Telephone utilization that is indicative of, or arising from, impermissible business, multiple family, community or fraudulent use, as outlined herein, on a residential class of service line may create network congestion that will manifest itself in increased busy signals for themselves and others.

FPB's residential unlimited service plans and features are only for single (and not extended or multi-) family residential (or personal, non-commercial). This means that only the account holder, and residential family members may use FPB's residential unlimited service plans. Residential family members include the account holder's immediate family who reside in your personal residence – e.g., spouse, domestic partner, parents and/or children.

### **Normal, Reasonable Business Use**

FPB's unlimited business service plans and features are for normal business use. Normal, reasonable use on FPB's unlimited business plans must be in accordance with this Reasonable Use Policy, our Terms of Service and consistent with the types and levels of usage by typical customers on the same business calling plan. Unauthorized or excessive use beyond that normally experienced by typical business customers may create network congestion that will manifest itself in increased busy signals for themselves and others, and may result in service termination.

### **Impermissible Use(s)**

FPB evaluates customer usage in comparison to typical levels of permissible usage engaged in by legitimate customers (residential use under residential service plans and business use under business service plans).

### **Impermissible Residential Use**

Each of the following is impermissible under FPB's residential unlimited plans and considered outside of normal single (and not extended or multi-) family residential (or personal, non-commercial) use:

- by or for others who do not live with you,
- operating a business, even if operating from the residence,
- operating any other enterprise, including not-for-profit or governmental,
- operating a call center,
- resale to others,

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- auto-dialing or fax/voice blasts,
- telemarketing,
- operating or connecting to multi-party conference calling,
- operating or connecting to multi-party “chat” lines,
- engaging in activities that generate minutes that result in revenue- sharing by customer,
- traffic without live dialog, including use as a monitor, intercom or for transcription purposes.

Over 95% of FPB’s residential unlimited calling plan customers use less than 2,000 minutes per month and do not have any unusual usage patterns in terms of unique numbers called, high call forwarding/transferring usage and so on. A customer’s aggregate usage may be considered outside of normal use if it exceeds 2,000 minutes per month IN COMBINATION with one or more of the following, including, but not limited to, excessive:

- unique numbers called;
- call lengths;
- call forwarding/transferring;
- conference calling;
- short duration calls;
- number of calls made during a month,
- number of calls made to a conference calling service during a month;
- number of calls made during business hours;
- number of calls terminated and re-initiated consecutively, which, in the aggregate, result in excessive call lengths during a specific time frame; or
- other abnormal calling patterns indicative of an attempt to evade enforcement of this Reasonable Use Policy.

Based on such a combination, FPB may determine that abnormal, unreasonable or impermissible usage is occurring when compared to typical customers on the same calling plan, and may take appropriate steps described below to enforce this Policy and the Terms of Service (“FPB’s Rights”). FPB may also determine that abnormal, unreasonable or impermissible usage is occurring, and may take appropriate steps described below even if the number of minutes used is not excessive, when a customer’s calling patterns during more than one month reflect excessive:

- unique numbers called;
- call lengths;
- frequency of call forwarding/transferring;
- conference calling;
- short duration calls;
- number of calls made during a month;
- number of calls made to a conference calling service during a month;
- calls made during business hours;
- number of calls terminated and re-initiated consecutively, which, in the aggregate, result in excessive call lengths during a specific time frame; or
- other calling patterns indicative of an attempt to evade enforcement of this Reasonable Use Policy
- For Lawful and Appropriate Purposes Only; FPB’s Rights

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### **Impermissible Business Use**

Each of the following is impermissible under FPB's business unlimited plans and considered outside of normal single (and not extended or multi-) family residential (or personal, non-commercial) use:

- operating a call center,
- resale of telecommunications service to others,
- auto-dialing or fax/voice blasts,
- telemarketing,
- operating or connecting to multi-party conference calling,
- operating or connecting to multi-party "chat" lines,
- engaging in activities that generate minutes that result in revenue- sharing by customer,
- traffic without live dialog, including use as a monitor, intercom or for transcription purposes.

Over 95% of FPB's business unlimited calling plan customers use less than 3,000 minutes per month and do not have any unusual usage patterns in terms of unique numbers called, high call forwarding/transferring usage and so on. A customer's aggregate usage may be considered outside of normal use if it exceeds 3,000 minute per month IN COMBINATION with one or more of the following, including, but not limited to, excessive:

- unique numbers called;
- call lengths;
- call forwarding/transferring;
- conference calling;
- short duration calls;
- number of calls made during a month,
- number of calls made to a conference calling service during a month;
- number of calls made during business hours;
- number of calls terminated and re-initiated consecutively, which, in the aggregate, result in excessive call lengths during a specific time frame; or
- other abnormal calling patterns indicative of an attempt to evade enforcement of this Reasonable Use Policy.

Based on such a combination, FPB may determine that abnormal, unreasonable or impermissible usage is occurring when compared to typical customers on the same calling plan, and may take appropriate steps described below to enforce this Policy and the Terms of Service ("FPB's Rights"). FPB may also determine that abnormal, unreasonable or impermissible usage is occurring, and may take appropriate steps described below even if the number of minutes used is not excessive, when a customer's calling patterns during more than one month reflect excessive:

- unique numbers called;
- call lengths;
- frequency of call forwarding/transferring;
- conference calling;
- short duration calls;
- number of calls made during a month;

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- number of calls made to a conference calling service during a month;
- number of calls terminated and re-initiated consecutively, which, in the aggregate, result in excessive call lengths during a specific time frame; or
- other calling patterns indicative of an attempt to evade enforcement of this Reasonable Use Policy
- For Lawful and Appropriate Purposes Only; FPB's Rights

Customers may not use FPB's service or devices in any way that is illegal, fraudulent, improper or inappropriate. Customers may not use any automated means to manipulate our service or use our service to violate any law, rule, regulation or any third party's intellectual property or personal rights.

FPB reserves the right to review your account and take further action, including, but not limited to, immediate suspension of your FPB service if account usage is beyond normal standards for typical customers on the same calling plan, impermissible or detrimental to other customers' ability to use the service or adversely affects our operations. FPB may assess abnormal usage based on comparisons to the usage patterns and levels of our other customers on the same plan(s). If FPB determines that a customer is engaging in abnormal or impermissible usage, FPB will use commercially reasonable efforts to inform the customer and may provide the customer with the opportunity to correct the improper usage. If FPB affords the customer the opportunity to correct the customers abnormal usage patterns and the customer fails to immediately conform to normal use, FPB may exercise its right to transfer the customers service to a more appropriate plan, charge applicable rates for that plan, implement other limitations or suspend or terminate the customers service with or without notice. If FPB believes that its service has been used for an unlawful purpose or in violation of this acceptable use policy, FPB may immediately terminate the customer's service with or without notice and/or forward the relevant communication and other information to the appropriate authorities for investigation and prosecution. FPB reserves all of its legal rights.

#### D. Long Distance Service

1. Interstate/Intrastate Service:		Per Minute Charge
(a)	Interstate and Intrastate Calls in Continental US (Business/Residential Customers)	\$ .06
(b)	Interstate and Intrastate Calls in Continental US (Governmental Customers)	\$ .05

2. International Calls: (Includes Alaska, Hawaii, Puerto Rico, Virgin Islands, Guam, and Midway)	Per Minute
See Website – FPB.cc Click on Telephone/Int'l Rates Schedule B	\$.12

3. Calling Card Calls: (All Customer Types)		Per Minute
(a)	Interstate (Continental US and Intrastate)	\$ .12
(b)	International (Includes Alaska, Hawaii, Puerto Rico, Virgin Islands, Guam, and Midway)	\$ .12

(1) Originating In Continental US
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See Website – FPB.cc Click on Telephone/Int'l Rates Schedule C
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(2) Originating Outside Continental US
See Website-FPB.cc Click on Telephone/Int'l Rates Schedule D

	Per Minute Charge
4. Collect Calls Plus 10¢ Per Minute	\$2.50 Per Call
5. Third Number Billing Calls Plus 6¢ Per Minute	\$ 1.50 Per Call
6. Toll Free Service See Website – FPB.cc Click on Telephone/Int'l. Schedule E	
7. Surcharge for Pay Phone Originated 800 or Calling Card Calls	\$. 30 Per Call
8. Third Party Billing Charge (Charge Associated with Billing and Collecting Payments on Behalf of a Third Part Service Provider)	\$2.00 Monthly
9. Multi Line Business Access Charge (Applies Only to Multi-Line Business Customers)	\$1.50 Per Line
10. Directory Assistance	\$ .75 Per Call
11. Operator Assistance:	
a) Automated	\$ .75 Per Call
b) Manual	\$1.50 Per Call
12. Account Code Feature	\$10.00 Monthly
13. Account Code Feature (Set Up) Non-Reoccurring Charge	\$20.00
14. Account Code (Changes) Non Reoccurring Charge	\$20.00

E. Discretion to Adjust Telephone Rates:

1. Staff has the discretion to discount telephone rates and charges based on service promotion, packaging, or changing market conditions.
2. Because of the instability and frequent changes in Wholesale International Rates, Staff has the discretion to raise International Rates in proportion to the percent mark-up originally used by FPB to establish the international Rate(s).
3. Because of the numerous possible services and charges, Staff is authorized to establish interim rates for new services until the 120 day formal rate approval cycle can be completed. Interim rates will be based on a maximum 100% mark-up of wholesale cost for new service, if applicable, a maximum of \$6 per service, or by contract.