
KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

TITLE SHEET

KENTUCKY INMATE TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of inmate telecommunications services provided by Pay Tel Communications, Inc., with the principal offices at 4230 Beechwood Drive, Greensboro, N.C. 27410. This tariff applies to services furnished within the state of Kentucky. This tariff is on file with the Kentucky Public Service Commission and may be inspected during normal business hours at the Company's principal place of business. A copy may also be obtained by visiting the Company's website, www.paytel.com, or by writing the Company.

Issued: April 30, 2013

John Vincent Townsend, President
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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

CHECK SHEET

SHEETS 1 THROUGH 39, INCLUSIVE OF THIS TARIFF ARE EFFECTIVE AS OF THE DATES SHOWN AT THE BOTTOM OF THE RESPECTIVE SHEET(S). ORIGINAL AND REVISED SHEETS AS NAMED BELOW COMPRISE ALL CHANGES FROM THE ORIGINAL TARIFF AND ARE CURRENTLY IN EFFECT AS OF THE DATE ON THE BOTTOM OF THIS PAGE.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original	37	Original
18	Original	38	Original
19	Original	39	Original
20	Original		

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

TABLE OF CONTENTS

Title Page.....1

Check Sheet.....2

Table of Contents.....3

Explanation of Symbols.....4

Section 1 – Definitions5

Section 2 – Rules and Regulations.....9

Section 3 – Description of Services21

Section 4 – Rates and Charges for Confinement Facility Calls31

Section 5 – Rates & Charges for Calls Placed Outside a Confinement Facility39

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EXPLANATION OF SYMBOLS

Page Numbering – Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between pages 2 and 3 would be numbered 2.1.

Explanation of Symbols – When changes are made in any tariff sheet, a revised sheet will be issued cancelling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- C- To signify changed regulation
- D- To signify a deletion
- I- To signify an increased rate
- M- To signify matter relocated without change
- N- To signify new rate or regulation
- R- To signify a rate reduction
- T- To signify a change in text
- Z- To signify a correction

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 1 – DEFINITIONS

Access Line – An arrangement from a local exchange telephone company or other common carrier which connects an inmate telephone to a switching center.

Alternative Local Telephone Service Providers – Carriers such as CLEC, VOIP, or Wireless Carriers that do not provide billing and collection agreements for other carriers. When the Customer chooses to use an Alternative Local Telephone Service Provider, the Company will assist the Customer in establishing billing arrangements through Company Direct Bill or Prepaid Account Programs with multiple payment options through the Company or Third Party Payment Processors.

Automated Call Processing System – Equipment that automates the placement of collect calls, prepaid and/or debit calls including recordation of billing information.

Automated Collect Inmate Telecommunications Services – Calls whereby an inmate in a Confinement Facility dials the called number and the call is billed to the called number (collect call) and where call placement and recording of billing information is performed without the assistance of a live operator.

Bill Processing Fee – A charge, applied to a Billed Party’s bill during each billing period calls are billed, to recover costs associated with the Company’s administration, billing, collection and remittance of various government-mandated fees, surcharges and other amounts associated with the provision of services by the Company.

Billed Party – The individual who accepts a collect call, is billed for the call, and responsible for the payment of the applicable charges.

Billing Limit – A dollar value of accepted collect call charges beyond which is deemed to be an at-risk collection.

Billing Service Company – A Company with billing and collection agreements with Local Exchange Carriers.

Called Party – The individual who receives an inmate collect or prepaid call who can either accept or refuse the call.

Called Station – The terminating point of a call (i.e., the called number).

Calling Station – The originating point of a call (i.e., the calling number).

Client – The Confinement Facility Administration or the government entity with which the Company has contracted to provide service.

Collect Call – a Billing arrangement whereby the charge for a call may be billed to the called station, provided the called station accepts responsibility for such calls.

Commission – Kentucky Public Service Commission.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 1 – DEFINITIONS (continued)

Common Carrier – A company or entity providing telecommunications services to the public and subject to the jurisdiction of the Kentucky Public Service Commission.

Company – Pay Tel Communications, Inc.

Completion of a Collect Call – A call is completed when the call is accepted by the Called Party.

Confinement Facility – A local, state, or federal facility that has authorized the Company to provide inmate telecommunications services.

Customer – The person or legal entity that enters into payment arrangements with the Company for telecommunications services to send or receive calls. Customer shall include a Billed Party and/or a Called Party.

Debit Calls – A service where the inmate may place calls using funds transferred from the Inmate’s Trust Account.

Direct Bill Program - A program available to those Customers whose calls cannot be billed through their Local Exchange Carrier or provided to those Customers who accrue a threshold amount of charges. An account is established with the Company by a Customer who completes a credit application and receives a satisfactory credit score. A credit limit is established and calls are billed by the Company directly to the Customer monthly.

Family Connection Calling Plan™ - A call discount plan that may be made available, at the direction of the Confinement Facility, to all customers who prepay for calls.

Fixed Service Charge – A fee, in addition to the underlying local call rate or long distance Measured Charge, to recover the costs associated with the provision of automated operator assistance .

Inactive Prepaid Account Phone Card – A card issued by the Company to a Prepaid Account Customer when that Customer’s account has no activity for a period of at least six (6) months.

Incomplete Call – Any call where transmission between the calling and called station is not established (e.g., busy, no answer, billing refused, etc.).

Inmate – An individual in a Confinement Facility who uses the Company’s telephones services to place a call. An Inmate may use Prepaid Calling Cards and/or Debit Calling through the Confinement Facility’s Commissary or Inmate Trust Fund Account and be a Customer of the Company.

Inmate Telephone – A coinless telephone instrument conforming with Kentucky Public Service Commission Orders and Regulations governing such equipment.

Inmate Trust Fund Account – An Inmate Trust Fund Account is an account established by the Confinement Facility where all funds belonging to an Inmate are placed and maintained.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 1 – DEFINITIONS (continued)

Interexchange Carrier (IXC) – a company which furnishes interexchange telephone service.

Local Call – a call originated and terminated within a single exchange or extended local service area.

Local Exchange Carrier (“LEC”) – A certified telecommunications company that provides local exchange service to customers in the State of Kentucky.

Measured Charge – A charge assessed on a per-minute basis, in addition to the Fixed Service Charge, to recover costs associated with the usage component of the call.

MoneyGram® Payment Processing Fee – An undiscountable fee charged to a Customer by MoneyGram® each time the Customer chooses to make a cash payment through MoneyGram® for an account with the Company.

Phone Payment Processing Fee – An undiscountable fee charged to a Customer by the Third Party Phone Payment Processor when the Customer chooses to make a payment using credit card or check/debit card over the phone for an account with the Company.

Prepaid Account Program – A program available to those Customers whose calls cannot be billed through their Alternative Local Telephone Service Provider or provided to those Customers who accrue a threshold amount of charges billed through their Local Exchange Carrier. An account is established with the Company by a Customer with an initial pre-payment for service. Charges for service provided by the Company are deducted on a per minute or per call real time basis from the Customer’s account.

Prepaid Card for Inmate Customers – A card issued by the Company which provides an inmate with an Authorization Code and instructions for accessing the Company’s network.

Tariff – A set of rates, charges, rules and regulations adopted and filed by the Company with the Commission.

Third Party Payment Processors – The Company has established multiple payment options for Customers who choose to open an account directly with the Company. These payment options are provided by Third Party Service Providers that charge an undiscountable fee to the Customer for processing Customer payments. This fee is added to the Customer’s payment amount by the Third Party Payment Processor, collected when the Customer makes payment, and paid to the Third Party Payment Processor. These Third Party Payment Processors include, but are not limited to, Western Union® Prepaid Services, MoneyGram®, a Phone Payment Processor, and a Website Online Payment Processor.

Toll Call – An interexchange call originating in one exchange and terminating in another that is not part of the exchange and is not a part of any extended local area service arrangement. These calls can be either intraLATA or interLATA long distance calls.

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SECTION 1 – DEFINITIONS (continued)

Website Online Payment Processing Fee – An undiscountable fee charged to a Customer by the third party Website Online Payment Processor when the Customer chooses to make a payment online using a credit card, check/debit card or check for an account with the Company.

Western Union® Prepaid Service Payment Processing Fee – An undiscountable fee charged to a Customer each time the Customer chooses to make a cash payment through Western Union® for an account with the Company.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's inmate telephone services are furnished for communications originating in Confinement Facilities, and as otherwise set out herein, within the State of Kentucky.

The Company installs, operates and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this Tariff. The Company furnishes its inmate telephone services for the benefit of Inmates housed in local, county, and state Confinement Facilities as well as for the benefit of the people Inmates call.

The Company's services are available twenty-four hours per day, seven days a week, subject to the rules of the Confinement Facility.

2.2 Inmate Telephone Service Restrictions

2.2.1 Service is offered subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control or when a Customer, Calling Party, Called Party, Inmate or other person is attempting to steal service or is using service in violation of the law, the rules of the particular Confinement Facility or the provisions of this Tariff. The Company may prosecute those who use its services in violation of the law.

The Company may refuse, restrict, or interrupt service to Customers due to insufficient billing information, invalid telephone numbers, invalid commercial credit card numbers, refusal of a called party to accept responsibility for payment, or other circumstances which may prevent the Company from collecting the charges due. The Company may refuse or otherwise restrict the use of some or all billing methods for calling to or from certain parts of the United States or in circumstances where the Company reasonably believes such restrictions are necessary to prevent fraud and uncollectibles.

Service originated from within Confinement Facilities is restricted to permit placement of outward only automated collect, prepaid, or debit calls to locations within the United States and Confinement Facility-authorized foreign countries. All other call-types including direct dial, sent paid and calls charged to calling cards or third numbers are prohibited (other than as specifically set out herein or otherwise expressly authorized by the Company).

Use of the Company's service is subject to any conditions or limitations imposed by Confinement Facilities. The Company may restrict or refuse service to any Inmate at the request of the Confinement Facility, and/or limit or prohibit inmate access to certain telephone numbers as specified by the Confinement Facility. Service may be limited at the discretion of the Confinement Facility.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

- 2.2.3 Calls by Inmates to Company numbers and other numbers stipulated by Confinement Facility authorities will be blocked in the interest of public safety and to avoid harassment.
- 2.2.4 Calls by Inmates dialed 10XXX+0, 950, 911, 900, 976, 700, 411 and other information calls are blocked. A copy of the current local directory shall be available upon request by Confinement Facility authorities for inmate use.
- 2.2.5 The Company will also block calls in the following circumstances, subject to provisions of this Tariff that provide Customers with alternative means for connecting calls:
 - A. When the Customer’s Local Exchange Carrier or Alternative Local Telephone Service Provider does not provide billing for collect calls;
 - B. When the telephone number in question lacks sufficient billing history or billing information;
 - C. When the Local Exchange Carrier identifies multiple lines at a particular address;
 - D. When the Local Exchange Carrier has a collect call block on the line;
 - E. When the amount of collect calls received by a particular phone number has reached the billing limits established with the Customer’s or Billed Party’s Local Exchange Carrier based on that carrier’s uncollectible revenue history;
 - F. When a Prepaid or Debit Customer’s account balance lacks available funds;
 - G. When a Customer’s Direct Bill account balance is over the established credit limit.

When a Customer with one of the above circumstances receives a call from an inmate, the call will be connected and a one-minute courtesy call will be provided to the Customer. The Customer can then be transferred to a Customer Service Representative for assistance in opening an account with the Company. The Customer will also be provided instructions to call the Company’s 1-800 customer service number where he or she will be told why his or her number is blocked, and the Customer will be given an opportunity to open a Company account twenty-four hours a day, seven days a week.

- 2.2.6 The Company will also block calls from Confinement Facilities in the following circumstances and will not provide alternative means for connecting calls:
 - A. When the Confinement Facility has placed a block on the phone number;
 - B. When the Customer or telephone subscriber has requested a block on his or her phone number;
 - C. When a Local Exchange Carrier notifies the Company that the subscriber owes past due Company charges to the Local Exchange Carrier;
 - D. When a Customer account is in “collection status”, i.e. NSF check, invalid check, fraudulent credit card payment, etc.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

2.2.7 Maximum call duration for calls from Confinement Facilities is any maximum duration specified by the Confinement Facility, but otherwise is not less than ten minutes.

2.3 Limitation of Liability of the Company; Indemnification and Related Provisions

2.3.1 The Company’s liability, with respect to the services and facilities provided or operated by the Company, for damages arising out of mistakes, interruptions, acts, omissions, delays, errors or defects in the transmission occurring in the course of furnishing service, and not caused by the negligence, gross negligence, willful misconduct or unlawful conduct of its employees or its agents, in no event shall exceed the amount equal to the pro rata charge to the Customer or Called Party for the period during which the service was provided or the facilities were operated.

The Company will also not be liable for any of the damages to a Confinement Facility resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damages are directly and proximately caused by the Company’s negligence or willful misconduct.

2.3.2 In no event will the Company be liable for consequential, indirect, incidental, special, emotional, exemplary, or punitive damages whatsoever from any interruption, degradation or other defect in the provision of service.

2.3.3 In addition, the Company shall not be liable or otherwise responsible for interruptions of service resulting from the following actions of a Customer or Called Party: 1) when the parties stop talking without hanging up; 2) attempts to make a 3-way call; 3) attempts to answer Call Waiting; 4) attempts to put a call on hold; 5) attempts to transfer a call; 6) use of a cordless phone; and/or 7) use of a wireless communication device.

2.3.4 The Company shall not be liable for and shall be indemnified and held harmless by Customers, Calling Parties, Inmates, Called Parties, the Confinement Facility and/or any third parties against:

A. Claims for libel, slander, or infringement or copyright arising out of the material, data, information, or other content transmitted over the Company’s facilities or using the Company’s services.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

- B. All loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or assessed by Customer, Calling Party, Called Party, Inmate, Confinement Facility or any other party or person, for any personal injury or death, or for any destruction of any property, whether owned by a Customer or others, claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of services, facilities or equipment provided by the Company and arising out of any act or omission of the Customer, Calling Party, Called Party, Inmates, Confinement Facility personnel or any other person in connection with any service, equipment or facility provided by the Company. For purposes of this tariff generally and this provision specifically, no agents, representatives or employees of other carriers or companies shall be deemed to be agents or employees of the Company without prior written authorization by the Company.
 - C. All other claims arising out of any act or omission of the Customer, Calling Party, Called Party, Inmates, Confinement Facility personnel, or any other person in connection with any service, equipment, or facility provided by the Company.
 - D. Violations of the provisions of this Tariff.
- 2.3.5 The Company shall not be liable for the unauthorized disclosure of any account or billing information, or the content of any call or conversation made utilizing the Company's facilities or services, collected, obtained, stored, or provided upon request by a person asserting a right to obtain such information, or for any damages resulting from the release, loss, or theft of same.
 - 2.3.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff or the Services provided hereunder will be deemed waived if not brought or made in writing within thirty (30) days from the date that the alleged act or omission occurred.
 - 2.3.7 Any provision of this Tariff notwithstanding, in no event will the Company's liability for damages arising out of mistakes, interruptions, acts, omissions, delays, errors or defects in the transmission occurring in the course of furnishing service, with respect to the services, equipment and facilities operated or provided by the Company under this Tariff exceed the pro rata amount of charges incurred.
 - 2.3.8 For purposes of this Section 2.3 (Limitation of Liability of the Company), references to the Company include the Company, together with its officers, directors, employees, agents and subcontractors.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

- 2.3.9 **THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.**
- 2.3.10 The Company is excused from its obligations hereunder (and from any performance failure in connection therewith), and shall not be liable for any resulting loss or damages whatsoever, to the extent caused, directly or indirectly, by events beyond its reasonable control, including any and all Acts of God, fire, floods, hurricanes, other catastrophes, insurrections, national emergencies, terrorism, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, loss of telecommunication service or power supply to the Customer's, Confinement Facility's or Company's premises, disconnection or unavailability of any other provider's facilities, capacity or services, acts of third parties unrelated to the Company, acts of Company employees or agents when acting beyond the scope of their respective employment or agency, computer viruses, hacking or other outside disruption, and any regulation or other directive, action or request of any governmental authority.
- 2.3.11 Customer and any authorized users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney fees and court costs), or liability for patent or other intellectual property infringement arising from Customer or any authorized users' (1) combining facilities or services that they have provided or furnished with, or using such facilities or services in connection with, facilities or services that the Company has furnished, or (2) using facilities the Company has furnished in a manner that the Company did not contemplate or intend and over which the Company exercises no control. In the event that any such infringing use is enjoined, Customer or authorized user, at its own expense, shall obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, Customer or authorized user shall at his or her own expense defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement or related claims.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

2.3.12 The Confinement Facility operator shall be solely responsible and liable for: 1) placing any necessary service orders with the Company; 2) arranging access to the premises by Company personnel or representatives at times mutually agreeable to Company and Confinement Facility operator when required for installation, repair, maintenance, operation, inspection or removal of equipment associated with the provision of Company services; 3) complying on its part with applicable tariff regulations; 4) assuring that its Inmates comply with applicable tariff regulations; 5) providing an uninterrupted, fully functional and good quality power source for the running of Company equipment on the Confinement Facility premises; 6) providing a temperature controlled room suitable for housing the Company's computer and related equipment; and 7) any loss or damage to Company equipment located on the Confinement Facility's premises that occurs as a result of the loss of power or other conditions under the control of the Confinement Facility.

2.4 Taxes and Fees

All state and local taxes and any fee imposed by a governmental entity (e.g. sales tax, municipal utilities tax, telecommunications business license tax, USF assessment) are listed as separate line items and are not included within the rates and charges specified in Section 4. The Customer is responsible for payment of any and all federal, state and local taxes and regulatory or governmental surcharges or fees applicable to the Services, including any applicable municipal or rights-of-way fees, regulatory fees, charges or surcharges for regulatory mandates, excise taxes, sales taxes, and all other applicable fees and taxes.

2.4.1 Universal Service Fees

The Universal Service Fees ("USF") assessed on a Customer's phone bill, prepaid account, debit card, Prepaid Phone Card, direct bill or other account, are regulated by federal and state law. The USF is based on a specific percentage of the cost of the calls set by the federal government for interstate calls and set by state government for intra-state calls where authorized.

2.5 Payment for Service

2.5.1 Disputed Charges

Charges billed directly by the Company are due and payable upon receipt. Billed Party bills shall display the Company toll free number whereby the Billed Party can contact the Company to resolve billing disputes. Amounts not paid within thirty (30) days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute must be received in writing within thirty (30) days after the date of the invoice. Otherwise, all charges will be considered correct and binding upon the Customer.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

For charges billed through the Customer’s LEC, notice from the Customer of disputed charges must be received in writing by the Company within thirty (30) days after the bill is issued. Otherwise, all charges will be considered correct and binding.

The Company will promptly investigate and advise all billed parties of its findings concerning disputed charges. Bill adjustments will be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

A. Contact Customer Service: Those persons who have not yet established an account with the Company may contact the Company at 1-800-729-8355 or such other number(s) designated by the Company. The customer will be asked by an automated voice prompt to enter their phone number. When their number is not identified as an active account, the customer will be transferred to a Customer Service Representative for assistance twenty-four hours a day, seven days a week.

A Customer wishing to make a payment can call 1-800-729-8355, select the payment option, and speak with a Customer Service Representative 24 hours a day, 7 days a week.

Customers with questions about an account may contact the Company directly at 1-800-729-8355, or such other number(s) designated by the Company, twenty-four hours a day. The Company’s automated phone system can provide the Customer with account balance, call and payment activity, information on why an account is blocked, information on how to open an account and answer the most frequently asked questions.

A Customer wishing to speak with a Customer Service Representative to ask a question regarding an account can call 1-800-729-8355 or such other number(s) designated by the Company, during normal business hours and follow the voice prompts to speak with a Customer Service Representative.

The Customer can contact a Company Customer Service Representative via e-mail at csr@paytel.com, by fax at 1-800-776-8423, or by mail at the address below, or by such other means as may be designated by the Company:

Pay Tel Communications, Inc.
Customer Service
P.O. Box 19290
Greensboro, NC 27419

All inquiries are addressed the day they are received during normal business hours.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

- B. Contact Customer Relations: If the Customer is not satisfied with the Company's service or the resolution of any billing issue, the Customer can file a complaint with Customer Relations via e-mail at customerrelations@paytel.com. All complaints are addressed by the Customer Relations Manager the day they are received during normal business hours Monday through Friday.
- C. Contact President: If the Customer is not satisfied with the Company's service or the resolution of any billing issue, the Customer can contact the President of the Company via e-mail at president@paytel.com. All inquiries are addressed by the President the day they are received during normal business hours Monday through Friday.
- D. Contact Better Business Bureau: The Company is a member in good standing of the Better Business Bureau OnLine Reliability Program. If the Customer is not satisfied with the Company's services, they can use the BBB link on the Company's website to file a complaint with the BBB. All complaints are addressed the day they are received during normal business hours.
- E. Contact Commission: If the Customer is not satisfied with the resolution of intrastate billed charges by the Company, the Customer has the right to express its concerns to the Kentucky Public Service Commission:

Kentucky Public Service Commission
211 Sower Boulevard
PO Box 615
Frankfort, KY 40602
Telephone Number: 502-564-3940
Toll Free Number 800-772-4636 (Complaints)
TTY: 800-648-6056
Fax Number: 502-564-3460
Website: www.psc.state.ky.us

- F. Customers who are Inmates must utilize the dispute resolution process available at their Confinement Facility.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

2.5.2 Collection of Post-Billing Adjustments

The Company will exercise its rights, (as set out in the truth-in-billing regulatory statements on the LEC's bill) to pursue collection on unpaid charges for Company services billed by a LEC and recoured to the Company. Upon receipt of post-billing adjustments from a LEC containing a Customer's past due charges for services provided by the Company, the Company or its agents will invoice the Customer directly for those amounts. If the Customer does not contact the Company within thirty (30) days to dispute the validity of the charges, the charges will be presumed valid, and a late payment fee may be assessed.

2.5.3 Late Payment Fee

A late payment fee of one and one-half percent (1½ %) per month (18% per annum) or the amount designated by statute, if any (whichever is less), may be applied by the Company to its Customer's invoiced amounts, if an outstanding invoice for services has not been paid in full thirty (30) days from the invoice date. Where the Company elects to apply late payment fees, it will provide notice to the Customer on the invoice(s) to which such charges will be applicable.

2.5.4 Returned Check Charge

The Company will charge a fee, not to exceed \$25.00 or the amount set out in Kentucky Revised Statute Annotated 514.040, for each check returned for insufficient funds.

2.5.5 Costs of Collection and Repair

The Company shall be entitled to recover any and all costs, including attorneys' fees, court costs, and the costs of litigation and accounting expenses, incurred in the collection of monies owed to the Company for any services provided by the Company. The Company shall also be entitled to recover all costs and expenses required for repair or replacement of damaged equipment.

2.5.6 Backbilling Procedures

The Company may render or adjust an invoice to the Customer at any time up to ninety (90) days from the date on which the services were provided by the Company. Where fraud or other unlawful activity has occurred with respect to the use or misuse of the Company's services by any person, the Company may invoice such person for up to one (1) year from the date on which the services were provided by the Company.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

2.6 Refusal or Suspension of Service by Company

- 2.6.1 The Company may block or suspend service to a Customer without liability by providing expedited notice via delivery of an automated telephone call or electronic mail message to the Customer, for the following causes:
- A. When a Customer fails to pay for service billed through a Local Exchange Carrier—
Notice is provided to Customer once the Company is notified of an unpaid balance.
 - B. When Customer's Direct Bill Account balance exceeds the established credit limit –
Notice is provided to Customer prior to and after such balance reaches the credit limit.
 - C. When Customer's Prepaid Account balance exhausts available funds –
Notice is provided to Customer prior to and after available funds are depleted.
 - D. In the event the billing validation process indicates that the terminating carrier (e.g. an Alternative Local Telephone service Provider) cannot or will not bill for the call –
Notice is provided to Customer, at the time of the call attempt, advising Customer to contact Company and establish appropriate payment arrangements.
 - E. In the event the validation process does not indicate a valid name, number and/or address for billing purposes—
Notice is provided to Customer at the time of the call attempt, advising Customer to contact Company and establish appropriate payment arrangements.
 - F. In the event the validation process does not indicate a satisfactory billing history –
Notice is provided to Customer at the time of the call attempt, advising Customer to contact Company and establish appropriate payment arrangements.
 - G. Other causes as specified in Section 2.2 Inmate Telephone Service Restrictions above.
Notice is provided to Customers prior to and after the activity when feasible.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

- 2.6.2 The Company may block or suspend service to a Customer without liability and without notice in the event of one or more of the following circumstances:
- A. Customer use of the Customer’s or Company’s equipment or the Company’s service in such a manner as to actually or potentially adversely affect the Company’s equipment, financial viability, or service to others;
 - B. A condition determined by the Company to be hazardous or dangerous;
 - C. Where there is reasonable cause to believe that there is illegal or willful misuse of the Company’s service;
 - D. In the event of fraudulent payment or non-payment for services or other evidence of an attempt to steal services from the Company;
 - E. For failure of the Confinement Facility to provide the Company reasonable access to its equipment and property;
 - F. For Confinement Facility breach of the contract for service between the Company and the Confinement Facility;
 - G. For a failure of the Confinement Facility to furnish such service, equipment, and/or rights-of-way necessary to serve said Confinement Facility as shall have been specified by the Company as a condition of providing service;
 - H. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction;
 - I. In the event of unauthorized use of Customer’s or Company’s telephone service;
 - J. Violation of and/or noncompliance with the Commission’s orders, rules, or regulations governing the service provided under this tariff; or
 - K. Violation of any rule, policy, or request of a Confinement Facility or any governmental authority having jurisdiction over the Company and/or the service provided under this tariff.

2.7 Cooperation

Customer shall cooperate, and shall cause Customers to cooperate, with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

2.8 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Kentucky.

2.9 No Third Party Beneficiary

This Tariff does not create a beneficial interest for, or create any rights enforceable by, any persons other than Company or Customer.

2.10 Other Documents

References to other documents or instruments (including Commission or other governmentally issued statutes and rules) refer to such documents or instruments as amended from time to time.

2.11 Severability and Survival

Should any provision or portion of this Tariff be held by a governmental authority or court of law to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect. The following provisions of this Tariff will survive any termination of service: Section 2.3 (Limitation of Liability of the Company), Section 2.5 (Payment for Service) and any other provision that, by its terms or by any reasonable interpretation thereof, is intended to survive such service termination.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE**3.1 General**

The Company provides telecommunications services for the benefit of Inmates in local, county and state Confinement Facilities throughout the United States including Kentucky, and those people with whom Inmates communicate. Service provided under this tariff is intrastate voice telecommunications service between points in the State of Kentucky. Originating points of service are generally limited to Inmate telephones owned or operated by the Company in Confinement Facilities and made available for the use of Inmates, but calls may originate from other points of service as set out therein.

Services within Confinement Facilities are provided on an automated basis through Inmate telephones, automated call processors and oversubscribed facilities of various telecommunications providers. These facilities include, but are not limited to, broadband access lines (e.g. T-1, DSL), MultiProtocol Label Switching (“MPLS”) equipment and services, Integrated Services Digital Network (“ISDN”), and payphone service provider access lines. The Company will choose appropriate facilities for the provision of its services based upon Confinement Facility requirements and the Company’s evaluation of cost, reliability, and network function.

Collect, Prepaid and Debit Call inmate telephone service consists of the provision of automated operator service by means of an Automated Call Processing System. To complete and arrange billing for calls, automated service is provided by means of a microprocessor which uses recorded voice prompts which prompt parties to the call through the process of completing the call. The microprocessor responds to the Called Party’s input of information by automatically processing and transmitting the information to establish a valid billing procedure for the call and to complete the call.

Consistent with applicable law governing the provision of telecommunications services to inmates in Confinement Facilities and restrictions based upon the provision of such services by Confinement Facilities, the Company’s inmate telecommunications services are provided as follows:

- 3.1.1 Only automated collect calls and authorized Prepaid Card calls or Debit Calls placed using funds from an Inmate’s Commissary or Inmate Trust Fund Account.
- 3.1.2 The automated voice prompts identify the Company, audibly and distinctly, to the Customer at the beginning of each call, and again before the Billed Party incurs any charge for the call.
- 3.1.3 The Inmate and/or the Called Party receiving the call can terminate the call at no charge before the call is accepted.
- 3.1.4 The Company shall disclose to the Customer, upon request and at no charge, a quote of its rates and charges for the call.
- 3.1.5 The Company shall post notices in each Confinement Facility where the Company provides service containing the Company’s contact information along with information on how the service is provided.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)

3.2 Timing of Calls

Charges begin once the Called Party accepts a collect call or when the prepaid call is accepted or answered. After the system verifies acceptance, timing begins.

There shall not be a charge for unanswered calls or non-accepted collect calls. Upon receiving reasonable and adequate notification from Customer of a billing error for any such call, and verifying such error, the Company or an authorized agent will issue a credit to the Customer in an amount equal to the charge for the call.

3.3 Monitoring and Recording of Inmate Calls

The Company installs and maintains call origination equipment (Inmate telephone service systems) with monitoring and recording capabilities in Confinement Facilities that request and contract for such equipment. The Company has a Monitoring and Recording policy that prohibits any employee from recording, listening to or disclosing the contents of telephone recordings except as authorized in accordance with all applicable state and federal laws, including Title III of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (the “Act”), 18 U.S.C.A. §2511 (c) and (d).

The Monitoring and Recording Policy provides the guidelines for law enforcement officials to monitor and record non-privileged Inmate conversations. It also provides guidelines for Company employees to respond to law enforcement investigations, analyze recordings for the purpose of quality control (voice and volume), and review recordings for the purpose of telephone fraud investigation.

Prior to recording any conversation, the Calling Party (the Inmate) and the Called Party are both notified that the call will be recorded and may be monitored. After the call is answered this notification is provided before and after the call is accepted. Calls between an Inmate and attorney are not recorded if the attorney provides his or her phone numbers to the Confinement Facility to block recording.

3.4 Rate Quotes

The Customer prior to accepting a collect call can receive a quote for the call by pressing a single digit. The Customer can also receive a rate quote by calling the Company’s toll free customer service number twenty-four hours a day.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)**3.5 Inmate Customers****3.5.1 Prepaid Cards**

Inmates may obtain Company Prepaid Cards (in various denominations) directly from the Confinement Facility. All monetary transactions involving Inmates take place between the Confinement Facility and the Inmate, and are under the direct and complete control of the Confinement Facility.

The Inmate obtains access to the Company's Prepaid Card Services by pressing a predetermined digit on the keypad to access the Company's prepaid card platform. The Inmate must then input a valid Authorization Code to access an account. At the beginning of each call, the Inmate is informed of the remaining balance on the card. The Inmate then inputs the destination number. Network usage will be debited from the available funds on the card on a real time basis and in full minute increments as the call progresses. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Inmate will be provided with an announcement when the account balance is one (1) minute prior to exhaustion. The Inmate can transfer a balance from one card to another card. Prepaid cards will expire twelve (12) months from date of initial use. The Called Party is provided the name of the Confinement Facility and the name of the Inmate calling prior to being offered the option to accept or refuse the incoming prepaid call.

Following release from a Confinement Facility an inmate may request a refund or a Prepaid Phone Card by sending the card to the Company at the address printed on the card. Refund requests must be submitted to the Company within twelve (12) months from date of initial use. A refund will be issued to the Customer within ten (10) to fifteen (15) business days from receipt of the Customer's card.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)

3.5.2 Debit Calls

When made available by the Confinement Facility, the Inmate may place debit calls using funds transferred from the Inmate's Trust Account. The Inmate selects the debit account option and inputs the destination number. At the beginning of the call the Inmate is informed of the remaining balance in the debit account. Network usage will be debited from the funds available in the debit account on a real time basis and in full minute increments as the call progresses. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Inmates will receive an announcement when the account balance is one minute prior to exhaustion.

The Called Party will receive the name of the Confinement Facility and the name of the Inmate calling prior to being offered the option to accept or refuse the incoming debit call.

At the time of release or transfer from a Confinement Facility, the debit account balance will be transferred by the Facility Trust Accounting System to the Inmate's Trust Account for refund, or if a transfer of funds is not provided by the Trust Accounting System, the inmate will be provided with a Prepaid Phone Card with instructions on how to activate the card.

3.6 Non-Inmate Customers

3.6.1 Validation and Fraud Prevention Process

When an Inmate attempts to place a collect call to a prospective Customer, the Company will initiate a process whereby the prospective Customer is evaluated. This process is a necessary undertaking by the Company in order to protect the Company's ability to collect the charges for the services provided (and similarly limit and prevent unbillable revenues and bad debt), and to limit and prevent fraud.

Accordingly, the Company will validate its Customers' bill-to-number through available verification procedures and establish a maximum predetermined credit amount. Where the Customer's requested billing method cannot be validated, or a maximum credit amount cannot be established, the Company may refuse to provide service except through a Company Direct Bill and/or Prepaid Account as set out herein. Furthermore, the Company will use various methods to determine the likelihood of fraud associated with a particular Customer, and in the event the Company determines that such a likelihood exists, the Company may also refuse to provide service except on a Prepaid Account basis with payments only by money order, Western Union® Prepaid Services, or MoneyGram®.

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SECTION 3 – DESCRIPTION OF SERVICE (continued)

3.6.2 Billing through the Customer’s Local Exchange Carrier (“LEC”)

This option is limited to those Customers who satisfy the Validation and Fraud Prevention procedures described above.

Accordingly, billing through the Customer’s Local Exchange Carrier is not available when: the Customer’s Local Exchange Carrier will not bill the Company’s calls; the Customer has reached the local Exchange Carrier’s billing limit for collect calls; the Company determines, based upon the review described in Section 3.6.1 above, the Customer is otherwise ineligible to have calls billed on the Local Exchange Carrier’s bill; or the Customer accrues a threshold limit amount of charges as set out in Section 3.6.6 hereof.

Each bill rendered by the LEC containing charges billed by the Company may include a Bill Processing Fee.

3.6.3 Billing Entity Conditions

When billing functions on behalf of the Company are performed by billing agents (i.e., Local Exchange Carrier, credit card companies, or other), the payment of charge conditions, tariffs, regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply, including any applicable tax, applicable interest, and/or late payment charge conditions.

3.6.4 Billing for Customers that use Alternative Local Telephone Service Providers (“ALTSPs”)

ALTSPs such as CLECs, VOIP Carriers, and Wireless Carriers do not provide economically viable, direct billing and collection agreements for other carriers. When the Customer chooses to use an ALTSP, the Company will assist the Customer in establishing billing arrangements through Company Direct Bill or Prepaid Account Programs with multiple payment options through Third Party Payment Processors.

3.6.5 Third Party Payment Processors

The Company has established multiple payment options for Customers who choose to open an account directly with the Company. These payment options are provided by Third Party Service Providers that charge an undiscountable fee to the Customer for processing Customer payments. This fee is added to the Customer’s payment amount by the Third Party Payment Processor, collected when the Customer makes payment, and paid to the Third Party Payment Processor. These Third Party Payment Processors include (but are not limited to) Western Union® Prepaid Services, MoneyGram®, a Phone Payment Processor, and a Website Online Payment Processor.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)

3.6.6 Direct Bill Account Program

The Direct Bill Account Program (“Program”) is available to those Customers whose calls cannot be billed through their Alternative Local Telephone Service Provider. In addition, the Program is available to those Customers who accrue a threshold amount of charges billed through their Local Exchange Carrier within a thirty (30) to ninety (90) day period.

The Customer is provided a courtesy call to inform the Customer of the Company’s Billing Limit for calls billed through the Local Exchange Carrier when total outstanding charges accrued within a thirty (30) day period reach \$50.00. Once the Customer has accrued \$75.00 or more of collect call charges within a ninety (90) day period, a second notification call is made to the Customer indicating placement in the Program. Billing treatment for Customers participating in the Program is as follows:

- A. To participate in the Direct Bill Program, the Customer must complete a credit application and receive a satisfactory credit score. The credit application can be taken over the phone or completed on the Company website.
- B. If the Customer receives a satisfactory credit score, all future billing will be by the Company directly to the Customer. The Company will obtain the address of the Customer and begin the billing process from the date the Customer is approved for the Direct Bill Program.
- C. With the first bill, the Customer is notified of the Billing Limit established by the Company’s credit policies, and the Company’s address and toll-free Customer Service telephone number. Information about the average cost of calls received from the Confinement Facility is also provided to assist the Customer in budgeting telecommunications expenses.
- D. Thereafter, Direct Bill Customers are invoiced monthly.
- E. If a Customer’s bill exceeds the Billing Limit established by the Company, the Customer is notified and then the Customer’s telephone number is blocked from receiving collect calls from Confinement Facilities served by the Company until payment on the account is received.
- F. Each month charges billed by the Company may include a Bill Processing Fee.
- G. Direct Bill Customers are invoiced monthly, and the outstanding balance is due and payable upon receipt. To avoid any interruption in service, the outstanding balance must be paid within thirty (30) days from the date of the invoice. A late payment fee of one and one-half percent (1½%) per month (18% per annum) or the amount designated by statute, if any (whichever is less), may be applied by the Company to its Customers’ invoiced amounts if an outstanding invoice for services has not been paid in full thirty (30) days from the invoice date.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)

3.6.7 Prepaid Account Program

The Prepaid Account Program (“Program”) is available to those Customers whose calls cannot be billed through their Alternative Local Telephone Service Provider. In addition, the Program is available to those Customers who accrue a threshold amount of charges billed through their Local Exchange Carrier within a thirty (30) to ninety (90) day period.

Customers who do not wish to complete a credit application or do not receive a satisfactory credit score can open a Prepaid Account.

- A. The Customer establishes a Prepaid Account with the Company by making a pre-payment using one of the payment methods offered by the Company. Payments can be made over the phone or on the web via credit card, or debit or check card. The Customer’s account number is the ten digit phone number where he or she wishes to receive calls. The Customer will also create a six digit Personal Identification Number or PIN to use in accessing his or her account information in the future.
- B. Upon receiving a call, the Customer is informed the call is from an Inmate, and the Customer has the option to accept or decline the incoming call. All security measures associated with an Inmate collect call, as implemented by the Company and the Confinement Facility, will apply.
- C. Customers using this pre-payment option will be sent a statement not less than once per month listing their call activity, charges, call discounts (if any), and notifying them of their remaining balance. The Customer can contact the Company’s customer service toll-free number or visit the Company’s website to obtain account balances information twenty-four hours a day.
- D. Each month charges billed by the Company may include a Bill Processing Fee.
- E. If the Customer’s entire account balance is used, the Customer is notified and then the Customer’s telephone number is blocked from receiving collect calls from the Confinement Facility served by the company until payment on the account is received. Customers may send the Company additional funds using a check or money order to receive more calls, or authorize payment of additional funds via credit card, check/debit card, MoneyGram®, or Western Union® Prepaid Services.
- F. The Company may apply pre-payments to past due charges billed to the Customer by the Local Exchange Carrier.
- G. The account remains open until one of the following events occurs: 1) the balance is depleted; 2) the Customer requests that the account be terminated; or 3) the balance is transferred to a Company Prepaid Phone Card and the card is mailed to the Customer.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)

- H. At the direction of a confinement facility, customers who prepay for calls will receive a Family Connection Calling Plan™ discount. Customers will be notified of any discount on the Company website and on customer account statements.
- I. Refunds - Customers may request a refund of unused funds by sending a written request to cancel their account to the Company via email at refunds@paytel.com, fax at 1-800-776-8423, or U.S. mail. The Company will endeavor to refund such monies, provided that no past due charges are owed by the Customer to its local exchange carrier or the Company, within ten (10) to fifteen (15) business days from the receipt of the Customer's request. There is no charge for issuing a refund.
- J. All unused funds of the Customer will be maintained by the Company in conformance with Kentucky Revised Statute 393.00 and Kentucky Annotated Revised Title 20.

3.6.8 Inactive Prepaid Account Policy¹

- A. Obligations of Customer The Customer agrees to notify the Company of changes in the customer's contact information, including email address, phone number, and mailing address. In particular, Customer agrees to notify the Company if Customer no longer subscribes to the telephone number upon which Customer's Prepaid Account is based. Customer understands and acknowledges that if Customer does not inform the Company of changes to Customer's contact information, the Company may be unable to locate the Customer and notify the Customer of account status or changes.
- B. Account Notification In the event that Customers' Prepaid Account has no activity for a period of not less than three (3) months, the Company will inform the Customer of the account status and provide directions on how to access account information.
- C. Balance Transfer In the event that Customer's Prepaid Account has been inactive for a period of not less than six (6) months, and the Customer has not requested a refund, the Company may classify the account as inactive and transfer any Prepaid Account balance with more than a *de minimis* balance to an Inactive Prepaid Account Phone Card and issue the Card to Customers with an address. The Company will only issue Inactive Prepaid Account Phone Cards to those Prepaid Account Customers who meet the criteria described herein, and the Company will not make Inactive Prepaid Account Phone Cards available to any other customer or person, or under any other circumstance than that specifically described in this Section 3.6.8.

¹Pay Tel Communications, Inc. has a patent pending on the process designed to handle Inactive Prepaid Accounts.

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 KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)

This process is necessary to protect the balance of the Customer's funds. Upon account opening, a Customer's account is identified by and associated with the ten-digit phone number then in use by the Customer. If at some point the Customer no longer subscribes to that particular telephone number, then the number in question typically is assigned to another telephone subscriber. That new telephone subscriber may attempt to open an account with the Company using the telephone number formerly used by the Customer. To protect the Customer's funds and avoid confusion in the event a new subscriber attempts to open an account with the Company using the same telephone number, the Company will transfer the Customer's funds to an Inactive Prepaid Account Phone Card identified by the Customer's original phone number preceded by two digits. This transfer will maintain the Customer's account balance with the customer's name, address and Personal Identification Number ("PIN") created when the account was opened. The Company will issue the Inactive Prepaid Account Phone Card to the Customer in the manner the Company determines to be the most effective and efficient, (via U.S. Postal mail or email).

- D. Inactive Prepaid Account Phone Card for Inactive Prepaid Account Customers The Customer can use the Inactive Prepaid Account Phone Card to make calls from any telephone, transfer the balance to an existing active Prepaid Account or to open a new Prepaid Account with the Company. The call restrictions applicable to calls made from Confinement Facilities set out in Section 2.2 hereof are not applicable to the Inactive Prepaid Account Phone Card calls described in this Section 3.6.8. Network usage will be debited from the funds available on the Inactive Prepaid Account Phone Card on a real time basis in full minute increments as the call progresses. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute.
- E. Refund The Customer may, at any time, transfer the available balance on the Inactive Prepaid Account Phone Card to an existing active Prepaid Account, open a new Prepaid Account with the Company or obtain a refund of any remaining balance by mailing the Inactive Prepaid Account Phone Card to the Company at the address printed on the Card. In the event the Customer does not receive the Inactive Prepaid Account Phone Card from the Company or otherwise does not possess the Card and contacts the Company for the purposes of obtaining a refund, the Company will refund the Customer's funds provided the Customer can show proof of identity. A monthly account maintenance fee will be applied to any balance existing more than twelve (12) months after the account is classified as inactive and/or an Inactive Prepaid Account Phone Card has been issued. The Company may waive the monthly card maintenance fee when a Customer requests a refund.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)

- F. Proof of Identity The Company cannot discuss any account information with a Customer unless the Customer has previously established a Personal Identification Number (PIN) for security purposes. When a Customer first contacts the Company, the Customer is provided instructions via the Company automated phone system or website on how to create a personal six-digit PIN. When a customer speaks with a Customer Service Representative, the PIN must be confirmed to verify the identity of the Customer before personal account information is discussed. The PIN requirement is a federal requirement to protect the Customer's personal information.

To use an Inactive Prepaid Account Phone Card, the Customer must provide the PIN originally created by the Customer when the Prepaid Account was established.

- G. If the PIN is Forgotten If the Customer forgets their PIN, they have two choices: 1) create a new PIN using the Company website; or 2) create a new PIN with Proof of Identity.
1. Create a new PIN using the Company website: if the Customer's account was established on Pay Tel's website and the Customer provided an answer to a security question, the Customer can visit www.paytelinactiveaccount.com and follow the "Forgot Your PIN" instructions on the Customer Log In page. When the requested information is provided, the Customer will then be able to enter a new PIN.
 2. Create a New PIN with Proof of Identity: If the Customer forgets their PIN and the account was not set up on the Company website, a new PIN will need to be created with proof of identity. To create a new PIN, the Customer must fax or mail a copy of their drivers license and a copy of their most recent telephone bill showing they are the responsible party for the telephone account. Also, the Customer must include with the fax or mailed copy a new six-digit PIN they wish to use.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES AND CHARGES FOR CONFINEMENT FACILITY CALLS4.1 Intra-State Collect Call Rates.

This Section 4.1 applies to all Company intrastate calls in Kentucky. The Company provides all of its services via individual contracts with Confinement Facilities or other applicable governmental entities. As such, these contracts may dictate rates less than or equal to (but not higher than) the rates set out herein, and in such case the required lower rates will be made applicable with respect to services provided in connection with such Confinement Facility.

4.1.1 Computation of Charges

Except as otherwise described below, local call rates shall consist of a Fixed Per Call Service Charge and the applicable local call rate. The total charges for each toll call consist of two elements: a Fixed Per Call Service Charge and a Measured Charge dependent on the duration of the call. The Measured Charge element is specified as a rate per minute which is applied to each minute, with fractional minutes rounded up to the nearest one (1) full minute. Taxes and governmental fees and assessments are in addition to these charges for local and toll calls consistent with Section 2.4. A monthly Bill Processing Fee may be applied where applicable.

4.1.2 Uniform Rate Structure

Based upon technological and operational developments in the telecommunications marketplace affecting the provision of Inmate Telephone Services, the Company may apply a uniform rate structure, as set forth in Subsection 4.1.7 of this Section, upon all domestic Inmate calls (local, intrastate intraLATA, intrastate interLATA, and inter-state interLATA) originating from a given Confinement Facility served by the Company. This uniform rating treatment will be made applicable to all Inmate calls, regardless of destination or terminating number, originating from a given Confinement Facility served by the Company, based upon the requirements of the Company or request of the Confinement Facility and/or law enforcement.

4.1.3 Chargeable Times

Chargeable time begins when a Called Party accepts the charges by positive acceptance through pressing the number “3” on a touch-tone phone. In the absence of acceptance, calls will be terminated and no charges incurred. Chargeable time ends when either the Calling Party or Called Party hangs up or when the call is released by the automatic timing equipment in the telephone.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICESSECTION 4 – RATES AND CHARGES FOR CONFINEMENT FACILITY CALLS (continued)4.1.4 Local Collect Calls

- A. Option 1
- | | |
|----------------------------------|--------|
| 1. Fixed Per Call Service Charge | \$2.25 |
| 2. Local Message Charge | \$0.50 |
- B. Options 2
- | | |
|----------------------------------|--------|
| 1. Fixed Per Call Service Charge | \$1.35 |
| 2. Local Message Charge | \$0.50 |

4.1.5 Intra-State/IntraLATA Collect Calls

- A. Option 1
- | | |
|--|--------|
| 1. Fixed Per Call Service Charge | \$1.50 |
| 2. Measured Charges | |
| Initial Minute (or fraction thereof) | \$0.23 |
| Each Additional Minute (or fraction thereof) | \$0.23 |
- B. Option 2
- | | |
|--|--------|
| 1. Fixed Per Call Service Charge | \$1.50 |
| 2. Measured Charges | |
| Initial Minute (or fraction thereof) | \$0.25 |
| Each Additional Minute (or fraction thereof) | \$0.25 |

4.1.6 Intra-State/InterLATA Collect Calls

- A. Option 1
- | | |
|--|--------|
| 1. Fixed Per Call Service Charge | \$1.50 |
| 2. Measured Charges | |
| Initial Minute (or fraction thereof) | \$0.28 |
| Each Additional Minute (or fraction thereof) | \$0.28 |
- B. Option 2
- | | |
|--|--------|
| 1. Fixed Per Call Service Charge | \$1.50 |
| 2. Measured Charges | |
| Initial Minute (or fraction thereof) | \$0.25 |
| Each Additional Minute (or fraction thereof) | \$0.25 |

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICESSECTION 4 – RATES AND CHARGES FOR CONFINEMENT FACILITY CALLS (continued)4.1.7 Uniform Rated Calls*

A. Option 1	
1. Fixed Per Call Service Charge	\$0.00
2. Measured Charges	
Initial Minute (or fraction thereof)	\$0.25
Each Add'l Minute (or fraction thereof)	\$0.25
B. Option 2	
1. Fixed Per Call Service Charge	\$0.00
2. Measured Charges	
Initial Minute (or fraction thereof)	\$0.20
Each Add'l Minute (or fraction thereof)	\$0.20

*The Company may in its sole discretion, and with due notice and/or rate quote availability provided to the Customer/Called Party/Billed Party, in lieu of any other per call rates set forth in Subsections 4.1.1 and 4.1.4 – 4.1.6 of this Section, apply this specialized uniform rate structure for all calling from a given Confinement Facility, based upon the prevailing conditions at and/or directions provided by such Facility.

4.1.8 Taxes and Fees

All state and local taxes and any fee imposed by a government entity are separate and apart from the above charges and are listed as separate line items on the Customer's bill, as provided in Section 2.4 above.

4.1.9 Late Payment Fee

A late payment fee of one and one-half percent (1½%) per month (18% per annum) or the amount designated by statute, if any (whichever is less), may be applied by the Company to its Customer's invoiced amounts, if an outstanding invoice for services has not been paid in full thirty (30) days from the invoice date.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES AND CHARGES FOR CONFINEMENT FACILITY CALLS (continued)

4.2 Prepaid Card Calls for Inmate Customers

- 4.2.1 Option 1 – Prepaid Card Calls for Inmate Customers, as described in Subsection 3.5.1 above, will be charged at rates not to exceed the collect call rates and related charges for the applicable type of call as listed in Subsection 4.1.4 through 4.1.6 above.
- 4.2.2 Option 2 – Prepaid Card Calls for Inmate Customers, as described in Subsection 3.5.1 above, will be charged at rates not to exceed the collect call rates and related charges as listed in Subsection 4.1.7 above.

To make use of all funds on a Prepaid Card, the inmate can transfer the remaining balance on a card to a new card. Following release from a Confinement Facility an inmate may request a refund or a Prepaid Phone Card by sending the card to the Company at the address printed on the card. Refund requests must be submitted to the Company within twelve (12) months from date of initial use.

4.3 Debit Calls

- 4.3.1 Option 1 – Debit Calls for Inmate Customers, as described in Subsection 3.5.2 above, will be charged at rates not to exceed the collect call rates and related charges for the applicable type of call as listed in Subsection 4.1.4 through 4.1.6 above.
- 4.3.2 Option 2 – Debit Calls for Inmate Customers, as described in Subsection 3.5.2 above, will be charged at rates not to exceed the collect call rates and related charges as listed in Subsection 4.1.7 above.

At the time of release or transfer from a Confinement Facility, the debit account balance will be transferred by the Facility Trust Accounting System to the Inmate's Trust Account for refund, or if a transfer of funds is not provided by the Trust Accounting System, the inmate will be provided with a Prepaid Phone Card with instructions on how to activate the card.

4.4 Direct Bill Customer Account Program

- 4.4.1 Option 1 – Direct Bill Calls for Called Party Customers, as described in Subsection 3.6.6 above, will be charged at rates not to exceed the collect call rates and related charges for the applicable type of call as listed in Subsection 4.1.4 – 4.1.6 above.
- 4.4.2 Option 2 – Direct Bill Calls for Called Party Customers, as described in Subsection 3.6.6 above, will be charged at rates not to exceed the collect call rates and related charges as listed in Subsection 4.1.7 above

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SECTION 4 – RATES AND CHARGES FOR CONFINEMENT FACILITY CALLS (continued)

4.5 Prepaid Account Program

- 4.5.1 Option 1 – Prepaid Account Calls for Called Party Customers, as described in Subsection 3.6.7 above, will be charged at rates not to exceed the collect call rates and related charges for the applicable type of call as listed in Subsection 4.1.4 – 4.1.6 above.
- 4.5.2 Option 2 – Prepaid Account Calls for Called Party Customers, as described in Subsection 3.6.7 above, will be charged at rates not to exceed the collect call rates and related charges as listed in Subsection 4.1.7 above
- 4.5.3 As described in Section 3.6.7.H. hereof, Prepaid Account Calls may, at the direction of the Confinement Facility, receive a Family Connection Calling Plan™ discount. Customers will be notified of any discount on the Company website and on customer account statements.

See section 3.6.7.I. for information on how to request a refund.

4.6 Miscellaneous Charges

When billing functions on behalf of the Company are performed by billing agents (i.e., local exchange carrier, credit card companies, or other), the payment of charge conditions, tariffs, regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply, including any applicable tax, applicable interest, and/or late payment charge conditions.

4.6.1 Bill Processing Fee

A monthly charge will be applied to a Billed Party’s bill to recover costs associated with the Company’s administration, billing, collection and remittance of various government-mandated fees, surcharges and other amounts associated with the provision of services by the Company. No fee will be assessed in any month when there are no collect calls billed.

Maximum Bill Processing Fee per month	\$2.45
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SECTION 4 – RATES AND CHARGES FOR CONFINEMENT FACILITY CALLS (continued)

4.6.2 Facility Requested Optional Enhanced Security Technology - License Fee

This charge covers the license fees associated with advanced, third-party technology desired by the Confinement Facility to enhance the security of the facility. The various security technology options are third-party enhancements to the Company's inmate call control system and are designed to improve security, enhance call control and investigative capability, including but not limited to voice or other biometric call content analysis, transcription services, translation capability, and other similar technologies. This charge applies to all calls placed by inmates through the Company's call processing equipment. When this service is requested by the Confinement Facility, this non-commissionable fee is added to all applicable call rates as specified in this tariff.

The actual fee amount varies based on the optional technology selected by the facility and the license fees are established by the third party security technology provider(s). Any such fees will be included in the total rate quoted to Inmates and Customers.

License Fee Range*: \$0.03 - \$0.40 per call or \$0.01 - \$0.04 per minute

*only applicable where requested by the Confinement Facility

4.7 Customer Account Charges

4.7.1 Payment by Check or Money Order through the Mail

No additional fees will be charged to a Customer each time the Customer chooses to make a timely payment with a check or money order through the mail for an account with the Company.

Maximum Charge for Payment by Check or Money Order: NO CHARGE

4.7.2 Account Statement Charge

No additional fee will be charged to a Customer each time the Customer receives an account statement from the Company.

Maximum Charge for Account Statements: NO CHARGE

4.7.3 Refund Charge

No additional fee will be charged to a Customer when a refund of his or her account balance is requested.

Maximum Charge for Refund: NO CHARGE

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SECTION 4 – RATES AND CHARGES FOR CONFINEMENT FACILITY CALLS (continued)

4.8 Third Party Payment Processors

The Company has established multiple payment options for Customers who choose to open an account directly with the Company. These payment options are provided by Third Party Service Providers that charge a non-discountable fee to the Customer for processing Customer payments. This fee is added to the Customer's payment amount by the Third Party Payment Processor, collected when the Customer makes payment, and paid to the Third Party Payment Processor. These Third Party Payment Processors include (but are not limited to) Western Union® Prepaid Services, MoneyGram®, a Phone Payment Processor, and a Website Online Payment Processor.

The Company reserves the right to add a transaction fee to recover administrative expenses in applying payments from Third Party Payment Processors to Customer accounts.

4.8.1 Western Union® Prepaid Services Payment Processing Fee

A non-discountable fee will be charged to a Customer by Western Union® each time the Customer chooses to make a payment through Western Union® for an account with the Company.

Western Union® Prepaid Services Payment Processing Fee: \$5.95*

*Subject to change by Western Union®. As a courtesy, the current fee is provided on the Company website www.paytel.com and is disclosed to the Customer at the time of payment.

4.8.2 MoneyGram® Payment Processing Fee

A non-discountable fee will be charged to a Customer by MoneyGram® each time the Customer chooses to make a payment through MoneyGram® for an account with the Company.

MoneyGram® Payment Processing Fee: \$5.65*

*Subject to change by MoneyGram®. As a courtesy, the current fee is provided on the Company website www.paytel.com and is disclosed to the Customer at the time of payment.

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SECTION 4 – RATES AND CHARGES FOR CONFINEMENT FACILITY CALLS (continued)

4.8.3 Website Online Payment Processing Fee

A non-discountable fee will be charged to a Customer by the Third Party Website Online Payment Processor each time the Customer chooses to make a payment using a credit card or debit or check card online for an account with the Company.

Website Online Payment Processing Fee: \$3.00*

*Subject to change by the Third Party Website Online Payment Processor. As a courtesy, the current fee is provided on the Company website www.paytel.com and is disclosed to the Customer at the time of payment.

4.8.4 Phone Payment Processing Fee

A non-discountable fee will be charged to a Customer by the Third Party Phone Payment Processor each time the Customer chooses to make a payment using a credit card or debit or check card over the phone for an account with the Company.

Phone Payment Processing Fees:

Automated Phone System	\$3.00*
Live Customer Service Assistance	\$5.95*

*Subject to change by the Third Party Phone Payment Processor. As a courtesy, the current fee is provided on the Company website www.paytel.com and is disclosed to the Customer at the time of payment.

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KENTUCKY INMATE TELECOMMUNICATIONS SERVICES

SECTION 5 – RATES & CHARGES FOR CALLS PLACED OUTSIDE A CONFINEMENT FACILITY

5.1 Inactive Prepaid Account Phone Card Calls

Inactive Prepaid Account Phone Card calls will be billed at the per-minute rate set out below for all calls. These rates are not subject to discount. When the Prepaid Phone Card is used to place a call from a payphone, there will be an additional payphone surcharge of \$.75 per call. A monthly card maintenance fee will be applied to any card balance existing more than twelve (12) months after the card has been issued. The Company may waive the monthly card maintenance fee when a customer requests a refund.

Domestic Rates – Intra-State and Inter-State

Call set-up per call	\$0.25
Rate per Minute	\$0.08

International call rates are billed at a higher rate and are available upon request by calling the Customer Support 800 number printed on the card.

5.2 Inactive Prepaid Account Card Maintenance Fee

A monthly charge will be applied to any Inactive Prepaid Account or Inactive Prepaid Account Card balance that exists more than twelve (12) months after being designated as inactive.

Maximum Monthly Card Maintenance Fee:	\$1.00
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