

VIA OVERNIGHT MAIL

April 26, 2006

Ms. Colleen M. Dale  
Secretary  
Missouri Public Service Commission  
200 Madison Street  
P. O. Box 360  
Jefferson City, Missouri 65102-0360

**FILED**<sup>4</sup>

APR 27 2006

Missouri Public  
Service Commission

RE: Case No. XN2006-0407, Supplemental Tariff Pages filed icw/Notification of the Name Change of ITC^DeltaCom Communications, Inc. to DeltaCom, Inc. doing business as DeltaCom Business Solutions, Inc.

Dear Ms. Dale:

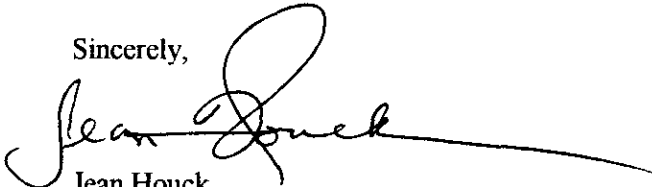
Enclosed please find the original and one copy of the following supplemental tariff pages being filed pursuant to the request of Ms. Sara Buyak:

Original Page 21  
Original Page 23  
Original Page 31

Please date stamp the extra copy of the cover letter and return it in the enclosed postage paid envelope.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,



Jean Houck  
Senior Manager, Regulatory

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Payment Arrangements, (Cont'd.)**

**2.8.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company including but limited to: use of service by Customer, Customer's agents and/or employees or servants or customers; collect calls accepted at Customer's number; Third Party calls billed to Customer's number; and/or calling card calls or a Company-assigned special billing number.

- (A) When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period. Recurring monthly subscriber service charges are billed in advance.
- (B) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- (C) The Customer must notify the Company of any disputed items on an invoice within sixty (60) days of the date of the invoice. Business Customers shall advise the Company that all or part of a charge is in dispute by written notice. Residential Customers may use written notice, in person, or by telephone. If the Customer does not provide notice to the Company of a dispute with respect to the amounts invoiced within sixty (60) days of the date of the invoice, the invoice shall be deemed correct and binding on the Customer for all purposes.
- (D) In the event a subscriber accumulates more than \$250.00 of undisputed delinquent DeltaCom Inbound 800 service charges, the DeltaCom Resp Org reserves the right to not honor the subscriber's request for a Resp Org change until such undisputed charges are paid in full.
- (E) If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Missouri Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, Missouri 65102-0360

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.9 Deposits/Advance Payments**

- 2.9.1** Customers unable to establish or maintain their credit worthiness will be required to furnish a deposit or advance payment in an amount up to the maximum allowed by law for Service. Deposits and Advance Payments will be applied pursuant to 4 CSR 240-33.050.
- 2.9.2** The Company reserves the right to periodically review the Customer's credit worthiness and credit terms.
- 2.9.3** The Company also reserves the right to change credit terms and conditions based on the Customer's payment history and credit worthiness.
- 2.9.4** If no maximum deposit has been established by law, the Customer will be required to furnish a deposit or advance payment in an amount based upon two (2) month's estimated usage.
- 2.9.5** The Company will pay interest on such deposit or advance payment pursuant to 4 CSR 240-33.050(B).
- 2.9.6** The establishment of credit shall be governed by rules and regulations of the state of Missouri.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.15 Cancellation of Service, (Cont'd.)**

**2.15.3 Cancellation by the Customer with Cause**

If Customer is not satisfied with any service provided by the Company, Customer shall provide written notice specifying the performance deficiency in the service and allow DeltaCom 20 business days ("Notice Period") to bring the deficient performance to customarily acceptable industry performance standards ("Cure"), or if not capable of Cure within such notice period, make reasonable progress toward such Cure during the Notice Period. The written notice must cite this provision and reasonably detail the deficient performance.

Should the Customer and the Company agree in writing that the Company failed to provide a cure or make progress toward such cure within the Notice Period, the Company will cancel the Customer's agreement upon request of the Customer.

If the Customer is receiving multiple types of services, or receiving services at multiple locations, the Customer's right to terminate service(s) as set forth in this section shall be limited to termination of the affected service(s) only or at the affected location(s) only.

The Customer is responsible for payment of all charges for service furnished through the cancellation date specified by the Customer or until the date written cancellation notice is received, whichever is later. The Customer must provide 30 days written notice of cancellation in advance.

All written Notices under this section must be submitted by mail, registered, or certified mail, return receipt requested to Customer Care Center, Attn: Disconnect Processing Team, P.O. Box 1301 Arab, AL 35016; or by email with confirmed receipt by DeltaCom to [disconnect@deltacom.com](mailto:disconnect@deltacom.com); or by facsimile transmission, with confirmed receipt by DeltaCom to 1-800-488-1386 and received by DeltaCom 30 days prior to the discontinuance becoming effective.

Pursuant to 4 CSR 240-33.070, residential customers may provide verbal notice for cancellation of service under this section.