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June 14, 2001

**FILED**<sup>3</sup>

JUN 14 2001

Missouri Public  
Service Commission

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102

Re: In the Matter of Snappy Phone of Texas, Inc.  
d/b/a Snappy Phone for a Certificate of Service  
Authority to Provide Basic Local  
Telecommunications Service in Portions of the  
State of Missouri and to Classify Said Services  
and the Company as Competitive  
Case No. TA-2000-783  
Tariff Filing

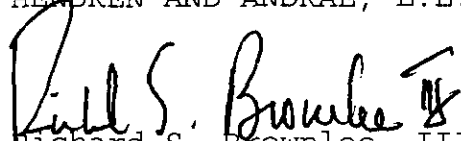
Dear Mr. Roberts:

On behalf of Applicant Snappy Phone of Texas, Inc.,  
d/b/a Snappy Phone, please find enclosed for filing the  
original plus eight (8) copies of the Tariff in the above-  
captioned matter.

If you should have any questions concerning the  
enclosed filing, please do not hesitate to contact me.

Very truly yours,

HENDREN AND ANDRAE, L.L.C.

  
Richard S. Brownlee, III

RSB\s

Cc: Office of Public Counsel  
General Counsel  
GTE Midwest d/b/a Verizon Midwest  
Sprint

200101185

TITLE SHEET

Schedule of Rates, Rules, and Regulations  
Governing Resale of Basic Local Service  
Provided in the State of Missouri

Offered by

**SNAPPY PHONE**

Applying generally to its authorized territories within the State of Missouri.  
This tariff applies to the Company's resale of GTE Midwest d/b/a Verizon Midwest  
And SPRINT services in exchanges within the Company's certificated areas in the  
State of Missouri.

SNAPPY PHONE IS A  
COMPETITIVE TELECOMMUNICATIONS COMPANY  
UNDER THE REVISED STATUTES OF MISSOURI  
PURSUANT TO COMMISSION CASE NO. TA-2000-783

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By:

R. D. Hyde, Jr., Chairman  
6901 West 70<sup>th</sup> Street  
Shreveport, LA 71129

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CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers – None
2. Connecting Carriers – None
3. Other participating Carriers – None

WAIVER OF RULES AND REGULATIONS

Pursuant to 3TA-2000-372, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

**STATUTES**

392.210.2	Uniform system of accounts
392.240.1	rates-rentals-service & physical connections
392.270	Property valuation
392.280	Depreciation rates
392.290	Issuance of securities
392.300.2	Acquisition of stock
392.310	Issuance of stocks & bonds
392.320	Stock dividends
392.330	Issuance of securities, debt and notes (RSMo Supp. 1999)
392.340	Reorganization

**Commission Rules**

4 CSR 240-10.020	Income on depreciation fund investments
4 CSR 240-30.010(2)(c)	Posting of tariffs
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-32.030(4) (c)	report filing
4 CSR 240-33.030	Minimum charges
4 CSR 240-35	Reporting of bypass and customer specific arrangements

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### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of basic local telecommunications services by Snappy Phone, (hereinafter "Company") with principal offices at 6901 W. 70<sup>th</sup> Street, Shreveport, LA, 71129. This tariff applies to services furnished in the State of Missouri. This tariff is on file with the Missouri Public Service Commission ("Commission"), and copies can be inspected there and at Company's principal place of business during normal business hours.

Snappy Phone is a reseller of residential telephone service, selling on a pre-paid basis only. Target markets are consumers with credit problems who cannot obtain conventional telephone service, those who need to know exactly how much their phone bill will be each month, i.e. those on fixed incomes, and those who need service for shorter periods of time, such as students and military personnel, and those unable to provide the deposits required by other CLEC's or ILEC's.

### SYMBOLS

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

- D - Delete or Discontinue
- I - Change Resulting in an Increase to a Customer's Bill
- M - Moved from another Tariff Location
- N - New
- R - Change resulting in a Reduction to a Customer's Bill
- T - Change in Text or Regulation, but no change in Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially; however, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4<sup>th</sup> Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access.

Authorization Code – A numerical code, one or more of which may be assigned to a Customer, to enable Snappy Phone to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission – Used throughout this tariff to mean the Missouri Public Service Commission

Company or Snappy Phone – Used throughout this tariff to mean Snappy Phone a Texas Corporation.

Customer – The person or other legal entity, which orders the services and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access – The customer gains entry to the Company's services by a direct path from the customer's location to the company's point of presence.

Resp. Org. – Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

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

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

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SECTION 2 – RULES AND REGULATIONS2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to local resale telecommunications services provided by Snappy Phone for telecommunications between points within the State of Missouri. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company, which fully identifies the Customer, the services requested and other information requested by the Company. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service.

Additionally, Snappy Phone shall be responsible for the marketing practices of its contracted dealers and for their compliance with this provision. Snappy Phone understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete local telecommunications traffic within the State of Missouri.

In accordance with interconnection agreements with GTE Midwest, Snappy Phone will provide intrastate telecommunication services in the following exchanges:

Alton	Ashland	Augusta	Ava
Belle	Bernie	Bland	Blue Eye
Bourbon	Bradleyville	Branson	Branson West
Buffalo	Cabool	Cape Fair	Cassville
Caulfield	Cedar Creek	Centralia	Chamois
Clark	Columbia	Conway	Crane
Cross Timbers	Cuba	Dardenne/Lake St. Louis	

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Defiance	Dora	Elkland	Exeter
Foley	Fordland	Foristell	Forsyth
Gainesville	Galena	Hallsville	Hawk Point
Hermann	Hermitage	High Hill	Highlandville
Holstein	Hurley	Jamestown	Jenkins
Jonesburg	Kimberling City	Koshkonong	Leasburg
Louisburg	Mano	Mansfield	Marshfield
Marthasville	Morrison	Moscow Mills	Mount Sterling
Mtn View	New Melle	Niangua	O'Fallon
Old Monore	Ozark	Pittsburg	Prairie Home
Preston	Protem	Reeds spring	Rocheport
Rockaway Beach	St. James	St. Peters	Safe
Seymour	Shell Knob	Sparta	Sturgeon
Summersville	Thayer	Theodosia	Thomasville
Troy	Truxton	Urbana	Vichy
Warrenton	Washburn	Wasola	Wentzville
West Plains	Wheatland	Willow Springs	Winfield
Wooldridge	Wright City		

In Accordance with interconnection agreements with Sprint, Snappy Phone will provide intrastate telecommunication services in the following exchanges:

Appleton City	Blackburn	Blairstown	Brazito
Buckner	Butler	Calhoun	California
Camden Point	Centertown	Centerview	Chihowee
Clarksburg	Clinton	Coal	Cole Camp
Craig	Centertown	Dearborn	Deepwater
Edgerton	Eugene	Fairfax	Ferrelview
Ft. Leonard Wood	Green Ridge	Hardin	Harisonville
Henrietta	Holden	Holt	Hopkins
Houstonia	Ionia	Jefferson City	Kearny

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King City	Kingsville	Lake Lotawana	Lebanon
Leeton	Lexington	Lincoln	Lone Jack
Malta Bend	Maryville	Missouri City	Montrose
Mound City	New Bloomfield	Newburg	Norborne
Oak Grove	Odessa	Orrick	Otterville
Pickering	Platte City	Pleasant Hill	Richland
Rolla	Russellville	Salem	St. Robert
St. Thomas	Smithton	Strasburg	Sweet Springs
Syracuse	Taos	Tarkio	Tipton
Urich	Warrensburg	Warsaw	Waverly
Waynesville	Wellington	Weston	Windsor

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**RESERVED FOR FUTURE USE:**

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Local calling areas will be identical to the local calling areas of the incumbent local exchange carriers from which the Company purchases services, as those local call areas are defined in the tariffs of the incumbent local exchange carrier that have been filed with the Commission.

2.1.1 The services provided by Snappy Phone are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.

2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Snappy Phone and do not apply, unless otherwise specified, to the lines, facilities or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Snappy Phone.

## 2.2 Use of Services

2.2.1 Snappy Phone's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2

2.2.2 The use of Snappy Phone's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of Snappy Phone's services without payment for service or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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2.2.4 Snappy Phone's services are available for use 24 hours per day, seven days per week.

2.2.5 Snappy Phone does not transmit messages, but the services may be used for that purpose.

2.2.6 Customers shall not use the service provided under this tariff for any unlawful purpose.

2.2.7 The customer is responsible for notifying the Company immediately of any unauthorized use of services.

### 2.3 Liability of the Company

2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused solely by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

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- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the monthly service charge for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are excluding and in lieu of all other warranties and remedies, whether express, implied, or statutory, **including without limitation implied warranties of merchantability and fitness for a particular purpose.**

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2.3.8 With respect to Emergency 911 Service:

- A. Snappy Phone is obligated to supply the E-911 service provider in the Company's service area (the E-911 Service Provider) with accurate information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to this tariff.
- B. At the time Snappy Phone provides basic local service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, Snappy Phone will be obligated to make the necessary equipment or facility additions in the E-911 service provider's equipment in order to accurately and properly update the database for E-911.
- C. At the time Snappy Phone provides basic local service by means of its own cable pair or over any other exclusively owned facility, the Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. Snappy Phone recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by Snappy Phone.
- D. Snappy Phone will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310.

2.4 Rights and Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders. The Customer is also responsible for the payment of charges for services provided under this tariff.

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- 2.4.2 The Customer is responsible for charges incurred for any special construction and/or special facilities, requests initiated by the Customer, and ordered by Snappy Phone on the Customer's behalf.
- 2.4.3 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.
- 2.4.4 All customers of Snappy Phone will receive the following statement, at the time service is ordered (established), regarding their rights and responsibilities.

**Rights and Responsibilities of Missouri Residential Telephone Customers**

**This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone customer.**

**You'll receive a telephone bill each month at least 21 days in advance of your due date. Snappy Phone provides basic residential telephone service only (including access to 911 and toll-free 800 services) and the custom calling services listed below on a prepaid basis and payment in full is due on your due date. Long distance service is not provided by Snappy Phone and you will not have access to the following calls, which will be blocked by Snappy Phone: long distance, toll, third-number billed calls, incoming collect calls and local or long distance operator services, including local and long distance directory assistance. Snappy Phone does not require a deposit for service.**

**A one-time activation fee and the first month's service charge, plus associated taxes, are required to initiate service. The initiation fee is 100% refundable upon request for termination of service within**

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**10 business days following the date upon which the Statement of Rights and Responsibilities is mailed by first class mail or hand delivered to the customer. The recurring monthly service charge, plus associated taxes, shall be pro-rated for the actual number of days which service has been provided with the non-used portion being refunded to the customer.**

**All monthly service charges must be paid in full within 21 days of the date of the rendition of the bill. If we do not receive your payment within 21 days, your service is subject to suspension or disconnection. When paying by mail be sure to allow enough time for your payment to reach our office by the due date.**

**Snappy Phone's rates and charges are as follows:**

<b>Monthly Local Service</b>	<b>39.95</b>
------------------------------	--------------

<b><u>Custom Calling Features</u></b>	<b><u>Monthly</u></b>
<b>Call Forwarding</b>	<b>5.00</b>
<b>Call Waiting,</b>	<b>5.00</b>
<b>Non-pub number</b>	<b>5.00</b>
<b>Speed Dialing</b>	<b>5.00</b>
<b>Call Return</b>	<b>8.00</b>
<b>Caller ID</b>	<b>10.00</b>
<b>Inside Wiring</b>	<b>4.99</b>
<b>MCA (extended service)</b>	<b>20.00</b>

**Service Initiation Charges (One time)**

<b>Activation Fee</b>	<b>20.00</b>
<b>Number Change</b>	<b>30.00</b>
<b>Transfer</b>	<b>39.95</b>
<b>Feature Change</b>	<b>25.00</b>

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**Call Trace 5.00**

**Line Reservation 10.00**

**The rates listed above do not include applicable taxes and surcharges, including 911 and the Relay Missouri surcharges.**

**Payment Arrangements**

**Payments should be made at one of our authorized Agent locations or may be mailed to Snappy Phone directly. Payments made at Agent locations should be made by cash, check or money order. Never mail cash to Snappy Phone. If you are temporarily having difficulty paying your telephone bill, please call Snappy Phone immediately at 1-888-913-9565. By doing this you avoid having your phone service suspended or disconnected.**

**Disconnection of Telephone Service**

**Your telephone service is subject to disconnection for any of the reasons below. If your number is disconnected, a new telephone number will be assigned and you will be required to pay the activation fee again.**

- 1) Nonpayment of an undisputed delinquent charge.**
- 2) Unauthorized use of telephone equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction of such equipment.**
- 3) Refusal to permit inspection, maintenance, or replacement of telephone equipment, with reasonable notice.**
- 4) Material misrepresentation of identity in obtaining telephone service: and as provided by state or federal law.**
- 5) Failure to comply with the terms of a settlement agreement.**

**The Company will postpone a discontinuance for a time not in excess of twenty-one days if the telephone is necessary to obtain emergency**

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**medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under the care of a physician. Any person who alleges such emergency, if requested, shall provide the Company with reasonable evidence of such necessity.**

#### **Reconnection of Service**

**If service has been disconnected, Snappy Phone will restore service when the reason for disconnection is remedied. The following will be required:**

- 1) Payment of all undisputed amounts must be received by Snappy Phone, Inc. or its authorized Agent.**
- 2) Installation/reconnect charges must be paid if service has been disconnected.**
- 3) One month's advance payment has been made.**

#### **Procedures for Handling Inquiries and Complaints**

**Inquiries and complaints may be directed to Snappy Phone by telephone at 1-888-913-9565 or in writing to Snappy Phone, P. O. Box 29620, Shreveport, LA, 71149.**

#### **Filing a Complaint with the Missouri Public Service Commission**

**If a complaint cannot be resolved by Snappy Phone, you may call the Missouri Public Service Commission, toll free, at 1-800-392-4211 to file an informal complaint.**

**If the complaint cannot be resolved informally, you may file a formal complaint in writing with the Missouri Public Service Commission at P.O. Box 360, Jefferson City, Missouri 65102.**

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**Also, the Missouri Office of Public Counsel, representing the public before the Public Service Commission, has an office at 200 Madison Street, 6<sup>th</sup> Floor, Jefferson City, MO, 65101. Their telephone number is 573) 751-4857.**

2.5 Cancellation or Interruption of Services

2.5.1.A Without incurring liability, Residential Service may be discontinued for any of the following reasons:

- 1) nonpayment of an undisputed delinquent charge
- 2) unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction on such equipment.
- 3) failure to substantially comply with terms of a settlement agreement.
- 4) refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment.
- 5) material misrepresentation of identity in obtaining telephone service.
- 6) as approved by federal or state law.

Without incurring liability, Snappy Phone may interrupt the provision of services at any time in order to perform tests and inspections of Customer and Snappy Phone's equipment and may continue such interruption until any items or improper equipment operation so identified are rectified.

Snappy Phone also adheres to the following:

- 1) Residential service may not be discontinued by Snappy Phone for failure to pay charges not subject to the Missouri Public Service Commission's jurisdiction.

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- 2) Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of Snappy Phone are not available to facilitate reconnection of service or on a day immediately preceding such day.
- 3) Residential customers shall have a minimum of 21 days from the rendition of a bill to pay the charges stated.
- 4) Residential service shall not be discontinued unless written notice by first class mail is sent or delivered to the customer at least 10 days prior to the date of the proposed discontinuance.
- 5) At least 24 hours preceding a discontinuance, Snappy Phone shall make reasonable efforts to contact the customer to advise them of the proposed discontinuance and what steps must be taken to avoid it.
- 6) Notices of discontinuance shall contain the following information:
  - a) name, address and telephone number of the customer
  - b) a statement of the reason for the proposed discontinuance and the cost to the customer for reconnection
  - c) the date after which service will be discontinued without appropriate action taken
  - d) how a customer may avoid the discontinuance
  - e) the customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full
  - f) the telephone number where the customer may make an inquiry
  - g) a statement that this notice will not be effective if the charges involved are part of an unresolved dispute
  - h) a statement of the exception for medical emergency as follows:

Residential Medical Emergency Snappy Phone will postpone a discontinuance for a time not in excess of 21 days if telephone is necessary to obtain emergency medical assistance for a person who is a

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member of household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide Snappy Phone with reasonable evidence of such necessity.

## 2.6 Credit Allowance

The Customer will receive credit for service interruption beginning when the customer reports the interruption to Snappy Phone's Customer Service Department and end when service is restored to the demarcation point. Credits for interruptions that are reported during non-business hours are calculated in the same manner.

## 2.7 Restoration of Service

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

## 2.8 Deposit

The Company does not require deposits.

## 2.9 Payment and Billing

2.9.1 Service is provided and billed on a cycle billing basis, beginning on the date that service becomes effective, with bills received by the customer on or about the same date each month. Billing is payable upon the same date each month.

2.9.2 Snappy Phone will not alter the residential billing cycle unless affected customers are sent a written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. No notification is required when a customer requests a number or billing change or when the customer

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disconnects and reconnects service or transfers service from one premises to another.

2.9.3 Snappy Phone allows residential customers at least 21 days from receipt of their bill to pay billed charges.

2.9.4 Snappy Phone charges a \$10.00 Line Reservation fee for delinquent residential balances. This fee allows Snappy Phone to maintain the customer's telephone number and active service for accounts not paid in full on their due date.

2.9.5 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company, orally or in writing, within 30 days from rendering of their bill. Credits, refunds, or adjustments shall be granted only if demand therefor is received by the Company, supported by sufficient documentation to enable investigation of the disputed amount, in writing within such limitation period.

2.9.6 Snappy Phone sets forth the following on residential bills:

- A. The number of access lines for which charges are stated
- B. The beginning and ending dates of the billing period
- C. The date the bill becomes delinquent
- D. The total amount due, including the amount for basic service and any unpaid balance
- E. An itemization of the amount due for taxes, franchise fees, Relay Missouri surcharges, 911 surcharge and other surcharges as may be appropriate
- F. A telephone number where inquiries may be made.

2.9.7 Snappy Phone provides each customer written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted at the inception of the contracted service.

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## 2.10 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the court.

## 2.11 Taxes

All federal, state and local taxes, assessments, surcharges, and fees, including sales taxes, use taxes, gross receipts taxes and municipal utilities taxes are billed as separate line items and are not included in the rates quoted herein. All charges and fees subject to MOPSC jurisdiction, except taxes and franchise fees, will be submitted to the MOPSC for prior approval.

# SECTION 3 – DESCRIPTION OF SERVICE

## 3.1 Computation of Charges

3.1.1 The total monthly charges for basic local service, with additional charges for custom calling features when applicable, is a fixed monthly amount and entitles subscribers to an unlimited number of calls to all exchange access lines within the local calling area.

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3.1.2 The following Custom Calling Features are available as requested:

- A. Call Forwarding- allows calls to automatically ring to another phone number.
- B. Call Waiting- allows customer to be notified of an incoming call while the customer is speaking with another party.
- C. Non -published Number- allows customer to keep his local phone number out of the phone book or directory assistance.
- D. Call Return- A function that allows the customer to redial the last number to call his number, whether the call was answered or not.
- E. Speed Dialing- Allows automatic dialing by the end user by simply entering an appropriate code.
- F. Metropolitan Calling Area- extends the local calling area to all exchanges covered by the SPRINT MCA and the GTE Midwest MCA (extended calling area service) as approved by the MO PSC, SPRINT and GTE Midwest.
- G. Caller I.D.- enables the customer to view on a display unit the Calling Party Directory Name and/or Number on incoming telephone calls.

When a Caller ID is activated on a customer's line, the CPN of incoming calls are displayed at the Called CPE (Consumer Provided Equipment) during the first, long silent interval of the ringing cycle.

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Per line blocking for the blocking of CPN will be available upon request, at no charge, only to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Snappy Phone; a private, nonprofit, tax-exempt, domestic violence intervention agencies and federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call.

Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (#82 on their TouchTone pad or 1182 from a rotary phone) immediately prior to placing a call.

A customer may prevent the delivery of the calling name and or number to the called party by dialing an access code (#67 on their TouchTone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CCPN will not be transmitted across the line to the called party. Instead, calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the called Caller ID customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer-owned Pay Telephone Service. If the called Caller ID customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

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Any customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the features specified herein will be the responsibility of the customer. The company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator handled calls.

#### H. Call Trace/Anonymous Calls

##### **SPRINT EXCHANGES**

Customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by Snappy Phone or (2) the capability to utilize Call Trace on a per activation basis, as needed. Call Trace allows the customer to dial a code (\*57) to automatically request that the following information be recorded:

The originating telephone number

The date and time of the call

The date and time call trace was activated

When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll free number, which will activate a

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Voice Response script and assist the customer in establishing an open file in exchanges where GTE Midwest, or Sprint Telephone service is being resold. Should the customer decide to prosecute the call originating party, the customer should contact Snappy Phone for further instructions. Activation of Call Trace never authorizes Snappy Phone to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the customer's telephone line.

Rate for Call Trace.....\$5.00 per successful activation

**GTE MIDWEST d/b/a/VERIZON MIDWEST EXCHANGES**

Company's call trace capability is not available on a per call basis. If a Customer wishes to have this capability they must presubscribe to Company's Call Tracing Service. A monthly recurring charge applies. A Customer who pre-subscribes to Company's Call Tracing Service and wishes to attempt a Call trace must immediately after the call press \*57, and hold the line. A recording will inform the Customer if the trace was successful, and how to proceed by contacting 911 and/or GTE's Nuisance Call Bureau. The recording will provide the number of the Nuisance Call Bureau. Under no circumstances will the Customer be provided the calling number. However, the Nuisance Call Bureau will follow up with law enforcement authorities according to GTE protocol.

Customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by Snappy Phone or (2) the capability to utilize Call Trace on a per activation basis, as needed. Call Trace allows the customer to dial a code (\*57) to automatically request that the following information be recorded:

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The originating telephone number

The date and time of the call

The date and time call trace was activated

When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll free number, which will activate a Voice Response script and assist the customer in establishing an open file in exchanges where GTE Midwest, or Sprint Telephone service is being resold. Should the customer decide to prosecute the call originating party, the customer should contact Snappy Phone for further instructions. Activation of Call Trace never authorizes Snappy Phone to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the customer's telephone line.

Rate for Call Trace.....\$5.00 per successful activation

### 3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

6901 West 70<sup>th</sup> Street  
P.O. Box 19360  
Shreveport, LA 71149

1-888-424-5588

Any objection to billed charges should be reported promptly to Snappy Phone. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. If over-billing of a subscriber occurs, due to either Company or

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subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount over-billed. In the event that the Company willfully overcharged any Customer, the Company shall refund the difference.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address and telephone number:

State of Missouri  
Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102  
1-800-392-4211

3.3 Level of Service

A customer can expect end-to-end network availability of not less than 99% at all times for all services.

3.4 Service Offerings

3.4.1 1+ Dialing

Snappy Phone offers local residential service only and restricts all 1+ dialing. Additionally, Snappy Phone employs the use of customized code Restrictions which permit local calls, non-chargeable calls such as repair service, emergency numbers (911) and 800 calling. Types of calls that are restricted are 0-, 0+,DDD 1+, 1+900. 1+555-1212 and 1+NPA-555-1212, 411,976,IDDD01 and IDDD011+.The Company shall not be liable to any person for damages of any nature or kind arising out of, resulting from, or in connection with the provision of Customized Code Restrictions.

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### 3.4.2 Promotional Offerings

Promotions are allowed to go into effect after 7 days prior notice to the Commission for competitive companies and after 10 days prior notice to the Commission for non-competitive companies (i.e., incumbent local exchange carriers). Promotions must be offered under tariff, and prior notification to the Commission via a tariff filing is required. Promotions must have established start and end dates and must be offered in a non-discriminatory manner. In order to offer promotions upon 7 or 10 days prior notice to the Commission, the following tariff language is strongly encouraged:

Snappy Phone will provide tariff notification to the Commission no less than (7) days prior to the beginning of each promotion identifying the promotion, the exchange(s) within which the promotion will be offered, and the start and end dates of the promotion. Snappy Phone will offer all promotions in a non-discriminatory manner.

### 3.4.3 Special Service Fees

Fees will be charged for special activities initiated by the customer. Transfer of service from one location to another, number changes and changes in the calling features utilized by the customer (i.e. addition of call waiting) are examples of such fees itemized in Snappy Phone's rate schedule.

### 3.4.4 Directory Listing

Snappy Phone offers to each account, at no charge, a standard directory listing in the SPRINT and Verizon white pages under the customer's name.

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**SECTION 4 – CURRENT RATES**

The rates for local service and custom calling services are outlined below:

**Local Phone Service****Rate schedule 4.B****Sprint Markets and GTE Midwest d/b/a Verizon Midwest Markets**

Basic Service	\$39.95
Custom Calling Features (Monthly)	
Call Forwarding	\$ 5.00
Call Waiting	\$ 5.00
Non-published Number	\$ 5.00
Speed Dialing	\$ 5.00
Call Return	\$ 8.00
Caller ID	\$10.00
Metropolitan Calling Area	\$20.00
Inside Wiring	\$ 4.99

**Service Initiation Charges**

Activation Fee	\$20.00
Transfer	\$39.95
Number Change	\$30.00
Calling Feature Change	\$25.00
Call Trace (per activation)	\$ 5.00
Line Reservation Fee(per occurrence)	\$10.00

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