

NEWMAN, COMLEY & RUTH

PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW

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December 1, 1999

FILED

DEC 1 1999

The Honorable Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102-0360

**Missouri Public
Service Commission**

Re: Hotel Connect Management, Inc.

TA-2000-354

Dear Judge Roberts:

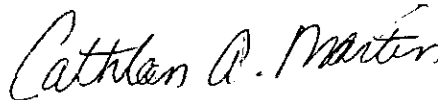
Enclosed for filing in the above-referenced matter, please find the original and fourteen copies of an Application and the original and five copies of a Tariff set out as Exhibit II.

If you have any questions, please advise. Thank you very much for your attention to this matter.

Sincerely,

NEWMAN, COMLEY & RUTH, P.C.

By:



Cathleen A. Martin

martinc@ncrpc.com

CAM/slw
Enclosures

cc: Monique Byrnes
Office of Public Counsel

0000519

FILED

DEC 1 1999

BEFORE THE

PUBLIC SERVICE COMMISSION OF MISSOURI Missouri Public Service Commission

In the Matter of the Application of)
Hotel Connect Management, Inc.)
for a Certificate of Authority)
To Provide Competitive Intrastate)
Telecommunications Services in)
Missouri)

Case No. JA-2000-354

APPLICATION

COMES NOW Hotel Connect Management, Inc. ("Hotel Connect") and requests a Certificate of Service Authority to provide competitive intrastate interexchange telecommunications services between and among locations within the state of Missouri, pursuant to Section 392.440, RSMo 1994¹. Hotel Connect provides the following information:

- 1. Hotel Connect is a corporation organized under the laws of Nevada. Its principal office is located at:

Hotel Connect Management, Inc.
9050 Marshall Court
Westminster, Colorado 80031
Contact: Larry Trudell, Chief Operating Officer
Telephone: (303) 430-9200
Facsimile: (303) 4300497

A copy of Hotel Connect's Articles of Incorporation and Certificate of Authority to transact business in Missouri are attached hereto as Exhibit I and incorporated herein by reference.

¹All statutory references are to Revised Statutes of Missouri 1994, unless otherwise noted.

2. Hotel Connect proposes to offer long distance voice telecommunications services over resold transmission facilities. The Company offers direct dial outbound, inbound, travel card, debit card and operator assisted services.

3. Hotel Connect's statutory representation in the state of Missouri is:

National Registered Agents, Inc.
300-B East High Street
Jefferson City, MO 65101

4. Hotel Connect has no plans to install or construct transmission facilities in Missouri. The Company will provide resold long distance telecommunication services. The Company plans to provide service twenty-four (24) hours a day, seven (7) days a week, originating from equal access end offices and terminating throughout the state of Missouri.

Calls are billed monthly by Hotel Connect at the rates specified in its tariff. Bills include a toll-free number for inquiries or complaints. Customers of the Company's operator assisted services will be billed on their local exchange carrier bill. The Company has contracted with Billing Concepts, Inc. d/b/a Zero Plus Dialing to act as its billing clearinghouse. All other Company services will be billed directly by Hotel Connect.

5. The Company's target market includes both residential and business Customers. Each Customer is charged individually for each call placed through Hotel Connect. Customers are billed based on their use of the Hotel Connect's service. Rates for these services are based on call duration and product type.

6. Hotel Connect offers interstate and intrastate resale long distance service. The Company will resell the facilities of existing carriers. Calls originate over LEC facilities to the underlying carrier and are switched over the underlying carrier's network facilities.

7. Hotel Connect possesses the managerial and technical expertise to provide resale interexchange telecommunications services.

8. Hotel Connect possesses sufficient financial resources to successfully provide resale interexchange telecommunications services in Missouri.

9. Hotel Connect's tariff, which contains the rules and regulations applicable to its Customers, a description of the services offered, and a list of rates associated with such services, is being filed simultaneously with this Application. The tariff has a forty-five (45) day effective date.

10. Hotel Connect requests classification as a competitive telecommunications company operating within the state of Missouri. Hotel Connect further requests classification of services described in Hotel Connect's tariff as competitive services.

11. Applicant will not unjustly discriminate among its Customers, which discrimination is prohibited pursuant to Section 392.200.

12. Applicant, pursuant to Section 386.570, will comply with all applicable Commission rules except those which are specifically waived by the Commission pursuant to a request filed by the Applicant.

13. Correspondence or communications pertaining to this application should be addressed to:

Cathleen Martin
Attorney at Law
Newman, Comley & Ruth PC
Post Office 537
601 Monroe Street, Suite 301
Jefferson City 65102
Telephone: (573) 634-2266
Facsimile: (573) 636-3306

AND

Monique Byrnes
Technologies Management, Inc.
210 N. Park Avenue
Winter Park, Florida 32789
(407) 740-8575
(407) 740-0613

14. Applicant also respectfully requests, pursuant to Section 392.420, RSMo (Cum. Supp. 1994), that the Commission suspend, waive or modify the application of the following rules and statutory provisions as they relate to the regulation of the applicant:

- | | |
|------------------------------------|--------------------------------------------------------------------------------------------|
| 4 CSR 240-10.020 | - Depreciation fund income |
| 4 CSR 240-30.010(2)(C) | - Posting of exchange rates at central operating offices |
| 4 CSR 240-30.040 | - Uniform system of accounts |
| 4 CSR 240-32.030(1) (B)
and (C) | - Exchange area maps and records of access lines |
| 4 CSR 240-32.030(2) | - In-state record keeping |
| 4 CSR 240-32.050(3)
through (6) | - Information concerning local service tariffs, maps
directories, and telephone numbers |
| 4 CSR 250-32.070(4) | - Coin telephones |
| 4 CSR 240-33.030 | - Minimum charge rules |
| 4 CSR 240-33.040(5) | - Finance fee |
| Section 392.210.2 | - System of Accounts |
| Section 392.240(1) | - Rates--reasonable average return on investment |
| Section 392.270 | - Property valuation |
| Section 393.280 | - Depreciation rates |
| Section 392.290 | - Issuance of securities |
| Section 392.300.2 | - Stock ownership and sale |
| Section 392.310 | - Issuance of stocks and bonds |
| Section 392.320 | - Stock dividends |
| Section 392.330 | - Issuance of securities, debt and notes |
| Section 392.340 | - Reorganization |

The above-referenced rules and statutory provisions have been waived with regard to other interexchange carriers in prior cases. These rules or statutory provisions are principally designed to apply to noncompetitive telecommunications carriers. It would be inconsistent with the goal and purpose of Section 392.530 to apply them to a competitive telecommunications carrier such as the Applicant.

WHEREFORE, Applicant Hotel Connect Management, Inc. respectfully requests the Commission to grant it a Certificate of Authority to provide competitive intrastate interexchange telecommunications service within the state of Missouri; an order classifying it as a competitive telecommunications company providing competitive service; an order suspending, waiving, or modifying the above-referenced rules and statutory provisions as they relate to the regulation of the Applicant in the state of Missouri; and for such further orders as the Commission deems appropriate.

Dated: December 1, 1999

Respectfully submitted,

ATTORNEY FOR APPLICANT
Hotel Connect Management, Inc.

Cathleen A. Martin

Cathleen A. Martin Mo. Bar No. 45682
Attorney at Law
Newman, Comley & Ruth PC
601 Monroe Street
P.O. Box 537
Jefferson City 65102-0537

Telephone: (573) 634-2266
Facsimile: (573) 636-3306

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered or mailed, postage prepaid, this 15th day of December 1999, to:

Office of the Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102

Cathleen A. Martin

Cathleen A. Martin Mo. Bar No. 45682
Attorney at Law
Newman, Comley & Ruth PC
601 Monroe Street, Suite 301
P.O. Box 537
Jefferson City 65102

Telephone: (573) 634-2266
Facsimile: (573) 636-3306

VERIFICATION

I, Marlane K. Twiford, first being duly sworn upon oath depose and say I am Secretary of Hotel Connect Management, Inc., a Nevada corporation; that I have read the above and foregoing petition by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.

*State of Colorado
County of Jefferson*

Marlane K. Twiford
Marlane K. Twiford
Secretary

Subscribed and sworn to before me

this 8 day of November, 1999

OFFICIAL SEAL
JEAN KING
NOTARY PUBLIC
STATE OF COLORADO

Jean King
Notary Public

My commission expires April 8, 2003

APPLICATION OF
Hotel Connect Management, Inc.

EXHIBIT I

Articles of Incorporation and
Certificate of Authority to Transact Business in Missouri

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION - CERTIFICATE OF AUTHORITY

WHEREAS,
HOTEL CONNECT MANAGEMENT, INC.

USING IN MISSOURI THE NAME
HOTEL CONNECT MANAGEMENT, INC.

HAS COMPLIED WITH THE GENERAL AND BUSINESS CORPORATION LAW WHICH GOVERNS FOREIGN CORPORATIONS; BY FILING IN THE OFFICE OF THE SECRETARY OF STATE OF MISSOURI AUTHENTICATED EVIDENCE OF ITS INCORPORATION AND GOOD STANDING UNDER THE LAWS OF THE STATE OF NEVADA.

NOW, THEREFORE, I, REBECCA MCDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI, DO HEREBY CERTIFY THAT SAID CORPORATION IS FROM THIS DATE DULY AUTHORIZED TO TRANSACT BUSINESS IN THIS STATE, AND IS ENTITLED TO ALL RIGHTS AND PRIVILEGES GRANTED TO FOREIGN CORPORATIONS UNDER THE GENERAL AND BUSINESS CORPORATION LAW OF MISSOURI.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 27TH DAY OF SEPTEMBER, 1999.

Rebecca McDowell Cook
Secretary of State



\$155.00

MAY 26 1998

3:40

\$125

AM

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

ARTICLES OF INCORPORATION

MAY 26 1998

OF

No. C12201-98

HOTEL CONNECT MANAGEMENT, INC.

Dean Hill
DEAN HILL, SECRETARY OF STATE

The undersigned, to form a corporation under Chapter 78 of the Nevada

Revised Statutes, certifies:

ARTICLE I

Name

The name of the corporation shall be and is:

HOTEL CONNECT MANAGEMENT, INC.

ARTICLE II

Resident Agent

The name of the person designated as the corporation's resident agent and the street address of the resident agent where process may be served upon the corporation is:

PAUL H. SCHOFIELD
500 South Third Street
Suite 2
Las Vegas, Nevada 89101

ARTICLE III

Corporate Shares

This corporation is authorized to issue one class of capital stock, said class being nominated common stock.

The total number of shares of common stock which this corporation is authorized to issue is 2,500 and such shall be issued at no par value. The holders of the

shares of common stock shall have voting privileges in the quantity of one vote for each share of common stock.

ARTICLE IV

Board of Directors

Members of the governing board shall be styled directors, and the number of directors shall not be less than one. The number of directors may from time to time be increased or decreased where appropriate in such manner as shall be provided by the bylaws of the corporation.

The name and address of the first board of directors, which shall consist of one (1) director, is as follows:

BRIAN GRIGGS
3649 Beechwood, Suite 102
Fresno, California 93711

ARTICLE V

Limitations on Liability of Directors and Officers

There shall be no personal liability of a director or officer to the corporation or its stockholders for damages for breach of fiduciary duty as a director or officer, providing, however, that these articles do not attempt to eliminate or limit the liability of a director or officer for

(a) Acts or omissions which involve intentional misconduct, fraud or a knowing violation of the law; or

(b) For the payment of distributions in violation of NRS 78.300.

ARTICLE VI

The purpose of the corporation shall be to conduct any lawful business.

ARTICLE VII

Incorporator

The name and business address of the incorporator of this corporation is:

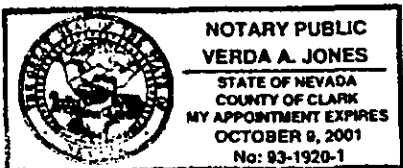
Paul H. Schofield
500 South Third Street
Suite 2
Las Vegas, Nevada 89101



PAUL H. SCHOFIELD
Incorporator

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 26 day of May, 1998, personally appeared before me, a Notary Public, in and for said County and State, PAUL H. SCHOFIELD, who acknowledged that he executed the above instrument.





NOTARY PUBLIC

RECEIVED
MAY 26 1998

APPLICATION OF
Hotel Connect Management, Inc.

EXHIBIT 2
Interexchange Tariff

Title Sheet

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

Hotel Connect Management, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by Hotel Connect Management, Inc. ("Hotel Connect") within the State of Missouri. Hotel Connect operates as a competitive telecommunications company within the State of Missouri.

ISSUED: DEC 01 1999

EFFECTIVE: JAN 15 2000

BY: Larry Trudell, Chief Operating Officer
Hotel Connect Management, Inc.
9050 Marshall Court
Westminster, Colorado 80031

moi9900

TABLE OF CONTENTS

Table of Contents 1

Symbols 2

Tariff Format 3

Competitive Carrier Status 4

Statutes and Commission Rules 4

SECTION 1 - Technical Terms and Abbreviations 5

SECTION 2 - Rules and Regulations 10

SECTION 3 - Description of Service 24

SECTION 4 - Rates 36

SECTION 5 - Promotions 42

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Westminster, Colorado 80031

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SYMBOLS

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

- C** Changed regulation.
- 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.

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. 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 sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the PSCM. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the PSCM follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheet 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).

D. Check Sheets - When a tariff filing is made with the PSCM, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the PSCM.

ISSUED: DEC 01 1999

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BY: Larry Trudell, Chief Operating Officer
Hotel Connect Management, Inc.
9050 Marshall Court
Westminster, Colorado 80031

moi9900

STATEMENT OF COMPETITIVE CARRIER STATUS

Hotel Connect Management, Inc. is classified as a competitive telecommunications company in the state of Missouri for which the following statutory and regulatory requirements are waived.

- | | |
|---------------------------------|-----------------------------------------------------------------------------------------|
| 4 CSR 240-10.020 | - Depreciation fund income |
| 4 CSR 240-30.010(2)(C) | - Posting of exchange rates at central operating offices |
| 4 CSR 240-30.040 | - Uniform system of accounts |
| 4 CSR 240-32.030(1)(B) and (C) | - Exchange area maps and records of access lines |
| 4 CSR 240-32.030(2) | - In-state record keeping |
| 4 CSR 240-32.050(3) through (6) | - Information concerning local service tariffs, maps, directories and telephone numbers |
| 4 CSR 240-32.070(4) | - Coin telephones |
| 4 CSR 240-33.030 | - Minimum charge rule |
| 4 CSR 240-33.040(5) | - Finance fee |
| Section 392.210.2 | - System of Accounts |
| Section 392.240(1) | - Rates--reasonable average return on investment |
| Section 392.270 | - Property valuation |
| Section 392.280 | - Depreciation rates |
| Section 392.290 | - Issuance of securities |
| Section 392.300.2 | - Stock ownership and sale |
| Section 392.310 | - Issuance of stocks and bonds |
| Section 392.320 | - Stock dividends |
| Section 392.330 | - Issuance of securities, debt and notes |
| Section 392.340 | - Reorganization |

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9050 Marshall Court
Westminster, Colorado 80031

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Aggregator - A person, firm, corporation, or other legal entity which contracts with the Company for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this tariff.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Available Usage Balance - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.

Carrier or Company - Hotel Connect Management, Inc., unless otherwise indicated by the context.

ISSUED: DEC 01 1999

EFFECTIVE: JAN 15 2000

BY: Larry Trudell, Chief Operating Officer
Hotel Connect Management, Inc.
9050 Marshall Court
Westminster, Colorado 80031

moi9900

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commercial Credit Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.

Commission - Refers to the Missouri Public Service Commission.

Company's Point of Presence - Location of the serving central office associated with access to the Company's network.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a calling card.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

Debit Card - A card issued by the Company which provides the Customer with a Personal Identification Number and instructions for accessing the Carrier's network.

Debit Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

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Westminster, Colorado 80031

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D.

Dedicated Access - A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

Depletion - Real time reductions in the Available Usage Balance, based on usage of the customer Debit Account.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Hotel Connect - Refers to Hotel Connect Management, Inc.

Initial Usage Balance - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

LATA - Local Access and Transport Area.

LEC - Local Exchange Company.

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

NECA - National Exchange Carriers Association.

ISSUED: DEC 01 1999

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9050 Marshall Court
Westminster, Colorado 80031

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D.

Operator Dialed Surcharge - A charge applying to calls made when the user dials "00" only or any valid company operator access code and requests that the operator dial the destination number.

Operator Station Call - A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

Person to Person Call - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

Personal Identification Number (PIN) - See Authorization Code.

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

Sponsor - A corporation or other legal entity that exclusively permits the use of its Marks to the company for use with telephone cards or other merchandise, and contracts with the company for the marketing of the services described herein.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

ISSUED: DEC 01 1999

EFFECTIVE: JAN 15 2000

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9050 Marshall Court
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Travel Card - A billing mechanism which enables the Customer to access the service of the Company while away from home or office.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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BY: Larry Trudell, Chief Operating Officer
Hotel Connect Management, Inc.
9050 Marshall Court
Westminster, Colorado 80031

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Hotel Connect Management, Inc.

Hotel Connect's services and facilities are furnished for communications originating at specified points within the State of Missouri under terms of this tariff.

Hotel Connect installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. Hotel Connect may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Hotel Connect network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are available twenty-four (24) hours per day, seven days (7) per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 Hotel Connect reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

ISSUED: DEC 01 1999

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BY: Larry Trudell, Chief Operating Officer
Hotel Connect Management, Inc.
9050 Marshall Court
Westminster, Colorado 80031

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.2 Limitations, Cont'd.

- 2.2.4 All facilities provided under this tariff are directly or indirectly controlled by Hotel Connect and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6 Hotel Connect reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

ISSUED: DEC 01 1999

EFFECTIVE: JAN 15 2000

BY: Larry Trudell, Chief Operating Officer
Hotel Connect Management, Inc.
9050 Marshall Court
Westminster, Colorado 80031

moi9900

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.4 Liabilities of the Company

- 2.4.1** Hotel Connect's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

ISSUED: DEC 01 1999

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.4 Liabilities of the Company, Cont'd.

- 2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.4.5** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.
- 2.4.6** The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.5 Deposits

The Company does not collect deposits from its Customers.

2.6 Advance Payments

The Company does not collect advance payments from its Customers.

2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates for services paid for in arrears. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

2.8 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service. The Company will submit these changes to the Missouri Public Service Commission for prior approval.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.9 Interconnection

Service furnished by Hotel Connect may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Hotel Connect's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.10 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.11 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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EFFECTIVE: JAN 15 2000

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.12 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s); placed using a Debit Card as a form of payment regardless of the purchaser of the card or the originating location of the call; incurred at the specific request of the Customer. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments within 30 days of bill issuance. Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. The billing agency may be the Company, a local exchange telephone company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges or Debit Account depletions must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills or Debit Account Available Usage balance shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.13 Cancellation by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms. For prepaid services, the Customer may cancel service by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

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EFFECTIVE: JAN 15 2000

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.14 Refusal or Discontinuance by Company

2.14.1 Hotel Connect may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (15) days notice to comply with any rule or remedy any deficiency:

- A. For failure of the Customer to pay a bill for service when it is due, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases.
- B. For failure of the Customer to meet the Company's deposit and credit requirements.
- C. For failure of the Customer to make proper application for service.
- D. For Customer's violation of any of the Company's rules on file with the Commission, provided five (5) days' written notice is given before termination.
- E. For failure of the Customer to provide the Company reasonable access to its equipment and property.
- F. For Customer's breach of the contract for service between the Company and the Customer.
- G. For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.

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EFFECTIVE: JAN 15 2000

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.14 Refusal or Discontinuance by Company, Cont'd.

2.14.1 Hotel Connect may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (15) days notice to comply with any rule or remedy any deficiency: Cont'd.

- H.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- I.** With proper notice when the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- J.** With proper notice when the established expiration date of the Debit Account is reached

2.14.2 Hotel Connect may refuse or discontinue service without notice to the Customer for any of the following reasons:

- A.** In the event of tampering with the Company's equipment.
- B.** In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- C.** In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- D.** In the event of fraudulent use of the service.

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EFFECTIVE: JAN 15 2000

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.15 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

2.16 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.17 Tests, Pilots, Promotional Campaigns and Contests

See Section 5 of this Tariff.

2.18 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

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EFFECTIVE: JAN 15 2000

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.19 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance. The late payment fee is not applicable to residential accounts. Payment required is within thirty (30) days subsequent to the invoice date and is considered past due after the thirty day period.

2.20 Return Check Charge

The Company reserves the right to assess a return check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds. In addition, the Company reserves the right to place the Available Usage Balance for the Customer's Debit Account on hold until the check or draft clears or is paid.

2.21 Toll Free Services

2.21.1 The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.21.2 The Company will participate in porting toll free numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.

2.21.3 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.

2.21.4 If a Customer who has received a toll free number does not subscribe to toll free service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

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EFFECTIVE: JAN 15 2000

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.22 Operator Services for Casual Callers and Traffic Aggregators

Hotel Connect services are available to Customers for a fee as described in the Rates section of this tariff. The following rules apply to operator assisted calls:

2.22.1 Incomplete Calls

Hotel Connect does not bill for incomplete calls. The Company utilizes answer supervision to determine completeness of calls.

2.22.2 Carrier Identification

Hotel Connect identifies itself to the Customer at the time the Customer accesses its services. Hotel Connect will identify itself to the billed party, if different from the caller, at the time of initial contact.

2.22.3 Rate Information

Upon request, Hotel Connect quotes all rates and charges for its services to Customers accessing its system at no charge. Hotel Connect will also disclose billing method and complaint resolution procedures upon request.

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EFFECTIVE: JAN 15 2000

BY: Larry Trudell, Chief Operating Officer
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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.22 Operator Services for Casual Callers and Traffic Aggregators, Cont'd.

2.22.4 Notice

When Hotel Connect provides its operator assisted calling to the public or transient Customers, the Subscriber is required to post a notice in plain view at each telephone location which automatically accesses Hotel Connect's network. The notice shall include the following information:

- .1 Hotel Connect's name and address;
- .2 a toll-free telephone number for bill and service dispute information;
- .3 a statement that Hotel Connect will quote rates upon request at no charge via the toll free number;
- .4 a statement informing Customers that they may access another interexchange telecommunications company from the traffic aggregator's location;
- .5 instructions on how to reach the nearest emergency services provider at no charge;
- .6 a statement that the Customer has the right to appeal any disputes concerning intrastate telephone calls to the Commission.

2.22.5 Non-Blocking of other carriers

Hotel Connect will not take any action or enter into any arrangement which restricts Customer selection among competing interexchange telephone corporations or which restricts Customer access to competing providers of intrastate operator assisted communications services, except for service provided exclusively for the use of inmates in Prison/Correctional facilities. Any entity which Hotel Connect knows to be engaged in such action or arrangement will be considered in violation of contract.

ISSUED: DEC 01 1999

EFFECTIVE: JAN 15 2000

BY: Larry Trudell, Chief Operating Officer
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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.22 Operator Services for Casual Callers and Traffic Aggregators, Cont'd.

2.22.6 Billing

Hotel Connect shall be listed on the local exchange company billing if the LEC has multicarrier billing ability. Only tariff rates approved by the Commission shall appear on any LEC billings.

2.22.7 Calling Card/Travel Card Verification

Hotel Connect will employ reasonable calling card/travel card verification procedures which are acceptable to the companies issuing the cards. In order to control fraud, Hotel Connect may refuse to accept calling cards which it determines to be invalid or cards which it is unable to verify.

2.22.8 Transfer of Calls

Upon request, Hotel Connect will transfer calls to other authorized interexchange carriers or to the LEC, if billing can list the caller's actual origination point.

2.22.9 Emergency Calls

Hotel Connect will direct all "00-" emergency calls to the LEC at no charge.

2.23 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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EFFECTIVE: JAN 15 2000

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SECTION 3 -DESCRIPTION OF SERVICE

3.1 General

Hotel Connect provides direct dial outbound, inbound, travel card, debit card and operator assisted services for communications originating and terminating within the State of Missouri under terms of this tariff.

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EFFECTIVE: JAN 15 2000

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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D.**3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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EFFECTIVE: JAN 15 2000

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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D.

3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2** Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.3.3** Minimum call duration and additional increments for billing are specified in the description of each service.
- 3.3.4** There is no billing applied for incomplete calls.

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EFFECTIVE: **JAN 15 2000**

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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D.

3.4 Rate Periods

Unless otherwise specified in this tariff, the following rate periods apply to all services subject to time of day discounts:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD					EVE	
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to, but not including

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EFFECTIVE: JAN 15 2000

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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D.

3.5 Miscellaneous Rates and Charges

3.5.1 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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EFFECTIVE: JAN 15 2000

BY: Larry Trudell, Chief Operating Officer
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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D.**3.6 Operator Assisted Calling**

Hotel Connect's Operator Assisted Calling is available for use by transient end users from Aggregator locations. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing method. Operator service charges are not discounted for time of day.

The Company offers many operator service rate plans depending upon the needs of a particular Aggregator location. The types of calls handled are as follows:

- 3.6.1 Customer Dialed Calling/Credit Card Call** - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.
- 3.6.2 Operator Dialed Calling/Credit Card Call** - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- 3.6.3 Operator Station** - These charges apply in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.
- 3.6.4 Person-to-Person** - This charge applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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EFFECTIVE: JAN 15 2000

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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D.

3.7 Switched Hospitality Service

Direct Dial Switched Hospitality Service is available to individuals, firms, partnerships and corporations in the hospitality industry for outbound calling via customer-provided local exchange company provided switched access from their hospitality locations. The minimum call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes. Rates are not mileage or time-of-day sensitive.

3.8 Dedicated Hospitality Service

Dedicated Hospitality Service is available to individuals, firms, partnerships and corporations for outbound calling via customer-provided dedicated access from their hospitality locations. The minimum call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes. Rates are not mileage or time-of-day sensitive.

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EFFECTIVE: JAN 15 2000

BY: Larry Trudell, Chief Operating Officer
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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D.

3.9 Travel Card Service

Hotel Connect Travel Card is available to business and residential customers. Calls are originated by dialing a 1-800 access number, followed by the terminating telephone number and personal identification number. Calls may originate from standard residential, business, hotel or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in one minute and additional minute increments. The minimum call duration for billing purposes is one minute. Call charges include per minute usage charges and per call service charges which are subject to commitment discounts.

3.10 Switched Toll Free Service

Switched Toll Free service is available to business and residential subscribers for incoming calls. Calls originate from any interstate location over a Toll Free number and terminate to a Customer-provided residential or business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in thirty (30) second increments with a minimum billing period of six (6) seconds. A monthly service charge applies per Toll Free number.

3.11 Dedicated Toll Free Service

Dedicated Toll Free service is available to business and residential subscribers for incoming calls. Calls originate from any interstate location over a Toll Free number and terminate to a Customer-provided dedicated access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in thirty (30) second increments with a minimum billing period of six (6) seconds. A monthly service charge applies per Toll Free number.

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EFFECTIVE: JAN 15 2000

BY: Larry Trudell, Chief Operating Officer
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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D.

3.12 Debit Card Service

Debit Card Service allows Customers to place calls from locations other than their normal place of business or residence. Customers dial an access code and identification code in addition to the called number. Customers may choose from a variety of card denominations. Service is paid for in advance of actual usage. Charges for the service are deducted from the Available Usage Balance on the debit card.

3.12.1 Terms and Conditions of Service

- A. All of the Company's debit cards are renewable. Customers may renew the cards at point of purchase or via the telephone through the use of a verifiable commercial credit card.
- B. Calls to 500, 700, 800/888, 900 and 976 numbers and calls requiring operator assistance and the quotation of time and charges cannot be completed using the Debit Card. Air to ground and high seas service may not be completed. Calls may not be completed using rotary telephone service.
- C. All calls must be charged against a Debit Card that has sufficient available balance. A Customer's call will be interrupted with an announcement one minute before the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Debit Card is insufficient to continue the call.
- D. All Company Debit Cards expire 180 days from first use, unless the card is recharged. The unused portion of the card will be credited if a Customer request is made to the Company's Customer Service organization within 180 days of the card purchase.
- E. The Company does not refund any unused balances in a Debit Account.

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EFFECTIVE: **JAN 15 2000**

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Westminster, Colorado 80031

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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D.

3.12 Debit Card Service, Cont'd.

3.12.2 Discontinuance of Service

Debit Card Service may also be discontinued or refused without notice for the following conditions:

- A. For non-payment of any amount past due to the Company by the Customer, including non-payment of a Debit Account Renewal of a fully-depleted balance.
- B. When the Available Usage Balance of a non-renewable account is Depleted to a level insufficient to place a one-minute call to the location of least cost.
- C. When the established expiration date of the Debit Account is reached.

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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D.

3.12 Debit Card Service, (Cont'd.)

3.12.3 Description

Debit Card Service is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the organization or commercial entity upon joint agreement with the Company. The organization or commercial entity is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Company reserves the right to approve or reject any image and to specify the Customer information language and use of the Company's trade mark, trade name, service mark or other image on the card. The organization or commercial entity may distribute the Company's debit cards at reduced rates or free of charge to end users.

Customers purchase a Debit Card which assigns each Customer a Debit Account, provides each Customer with a PIN and lists instructions for accessing and using the Company's service.

The Company's system informs the Customer of the Available Usage Balance remaining in the Debit Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's Debit Account on a real time basis as the call progresses.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after an initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

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EFFECTIVE: JAN 15 2000

BY: Larry Trudell, Chief Operating Officer
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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D.

3.13 Directory Assistance

Directory Assistance is available to Hotel Connect Customers. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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SECTION 4 - RATES

4.1 Miscellaneous Rates and Charges

4.1.1 Public Telephone Surcharge

Rate per Call: \$0.30

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SECTION 4 - RATES, CONT'D.

4.2 Operator Assisted Calling

A. IntraLATA

Usage Rates

Miles	Day		Evening		Night/Weekend	
	Initial Minute	Add'l. Minute	Initial Minute	Add'l. Minute	Initial Minute	Add'l. Minute
All	\$0.4000	\$0.4000	\$0.4000	\$0.4000	\$0.4000	\$0.4000

Per Call Service Charges

	<u>Automated</u>	<u>Operator Assisted</u>
Calling Card		
LEC Card	\$1.75	\$3.95
Credit Card	\$1.75	\$3.95
Collect	\$2.95	\$4.50
Third Party Billed	\$2.95	\$4.50
Person-to-Person	\$6.75	\$6.75

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SECTION 4 - RATES, CONT'D.

4.2 Operator Assisted Calling, Cont'd.

B. InterLATA

Usage Rates

Miles	Day		Evening		Night/Weekend	
	Initial Minute	Add'l. Minute	Initial Minute	Add'l. Minute	Initial Minute	Add'l. Minute
All	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000

Per Call Service Charges

	<u>Automated</u>	<u>Operator Assisted</u>
Calling Card		
LEC Card	\$1.75	\$3.95
Credit Card	\$1.75	\$3.95
Collect	\$2.95	\$4.50
Third Party Billed	\$2.95	\$4.50
Person-to-Person	\$6.75	\$6.75

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SECTION 4 - RATES, CONT'D.

4.3 Switched Hospitality Service

The minimum call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes. Rates are not mileage or time-of-day sensitive.

Per Minute Rate: All Times of Day
\$0.192

4.4 Dedicated Hospitality Service

The minimum call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes. Rates are not mileage or time-of-day sensitive.

Per Minute Rate: All Times of Day
\$0.1196

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SECTION 4 - RATES, CONT'D.

4.5 Travel Card Service

The minimum call duration for billing purposes is one minute. Call charges include per minute usage charges and per call service charges which are subject to commitment discounts.

Minimum Monthly Billing	Per Minute Rate
\$0-\$25.00	0.25
\$25.01 +	0.20

Service Charge: \$0.25/Per Call

4.6 Switched Toll Free Service

Calls are billed in thirty (30) second increments with a minimum billing period of six (6) seconds. A monthly service charge applies per Toll Free number.

Per Minute Rate:	\$0.2120
Monthly Service Charge per toll free number:	\$5.00

4.7 Dedicated Toll Free Service

Calls are billed in thirty (30) second increments with a minimum billing period of six (6) seconds. A monthly service charge applies per Toll Free number.

Per Minute Rate:	\$0.1265
Monthly Service Charge per toll free number:	\$5.00

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SECTION 4 - RATES, CONT'D.

4.8 Debit Card Service

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after an initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Hotel Property Cards	Rate Per Minute:	\$0.20
Non-hotel Property Cards	Rate Per Minute:	\$0.20
	Per Call Charge:	\$0.25

4.9 Directory Assistance

Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Per Call Charge: \$1.25

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SECTION 5 - PROMOTIONS

5.1 General

From time to time, Company may, upon Commission approval, offer certain Customers specific rate incentives during specified promotional periods. Company will provide written notice to the Commission at least seven days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

5.2 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type and duration of service provided will be at the Company's discretion.

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