

TARIFF FORMATPage Numbering

Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time, new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1. Revision numbers will be entered on the Revision Page Heading and on check sheet original Page 2 when appropriate.

Explanation of Symbols

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

- ( R ) - Reduced rate
- ( I ) - Increased rate
- ( C ) - Changed regulation
- ( T ) - Change in text, but no change in rate or regulation
- ( S ) - Reissued matter
- ( M ) - Matter relocated without change
- ( N ) - New rate, regulation or text
- ( D ) - Discontinued rate or regulation
- ( Z ) - Correction

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Application of Tariff

This tariff contains the regulations and schedule of charges applicable to the provision of interexchange telecommunications services by Otelco Telecommunications LLC within the State of Missouri.

Waiver of Rules and Regulations

The Company will comply with all rules and regulations except those statutes and Commission rules waived by 392.361.5 and 392.420 RSMo 1994. The waived statutes and Commission rules are as follows:

Statutes:

392.240(1)  
392.270  
392.280  
392.290  
392.310  
392.320  
392.330  
392.340

Commission Rules:

4 CSR 240-10.020  
4 CSR 240-30.010(2) (C)  
4 CSR 240-30.040(1)  
4 CSR 240-30.040(2)  
4 CSR 240-30.040(3)  
4 CSR 240-30.040(5)  
4 CSR 240-30.040(6)  
4 CSR 240-32.030(1) (B)  
4 CSR 240-32.030(1) (C)  
4 CSR 240-32.030(2)  
4 CSR 240-32.050(3)  
4 CSR 240-32.050(4)  
4 CSR 240-32.050(5)  
4 CSR 240-32.050(6)  
4 CSR 240-32.070(4)  
4 CSR 240-33.030  
4 CSR 240-33.040(5)

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## 1.0 Explanation of Terms and Abbreviations

1.1 Company - Otelco Telecommunications LLC

1.2 Customer - The person, firm, corporation or other entity that orders service and is responsible for payment of charges due and compliance with the Company's Tariff regulations.

## 2.0 Rules and Regulations

### 2.1 Limitations of Service

2.1.1 Service is offered subject to the availability of facilities and the provisions of this Tariff.

2.1.2 Otelco Telecommunications LLC reserves the right to discontinue furnishing service, or limit the use of service without liability when provision of service involves a dangerous condition, violation of Company rules which violation adversely affects the safety of Customer or other persons, or unauthorized interference with or use of service.

2.1.3 Prior written permission from the Company is required before any assignment or transfer of service. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.1.4 The Company reserves the right to refuse service to Customers without incurring liability:

2.1.4.1 For non-payment of any sum owing to the Company; or

2.1.4.2 For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, credit card numbers or pre-arranged account code numbers; or

2.1.4.3 For any violation by a Customer related to the request for such service of either the provisions of this tariff or any laws, rules, regulations, or policies or either the Country of Origin or the United States; or

2.1.4.4 By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such service; or

2.1.4.5 If the Company deems such refusal necessary to protect itself or third parties against or otherwise protect its personnel, agents facilities, or services.

## 2.2 Liabilities of the Company

2.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service hereunder and not caused by the negligence or intentional acts of the Customer shall in no event exceed an amount equivalent to the charge to the Customer according to this tariff for the interruption, delay, error or defect in transmission occurs, except in cases of willful misconduct by the Company.

2.2.2 The Company shall be indemnified and held harmless by the Customer against:

2.2.2.1 Claims for libel; slander; infringement or patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Company; violation of any other literary, intellectual, artistic, dramatic, or musical right; violations of the right to privacy; or any other rights whatsoever relating to or arising from message content or the transmission thereof over the Company's Access Lines; and

2.2.2.2 All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

2.2.3 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.2.4 The Company is not liable for any defacement of or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.2.5 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

2.2.6 The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of God; storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work notwithstanding anything in this tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees, if committed beyond the scope of their employment.

2.2.7 Approval of the above tariff language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

2.3 Use of Service

2.3.1 The Customer may not use any of the Services furnished by the Company under this Tariff for any unlawful purpose.

2.4 Payment

2.4.1 The Customer is ultimately responsible for payment of all charges for service provided by the Company, regardless of whether the Company can prove the member made the calls for which service was provided.

2.4.2 Unless other arrangements are made, residential customers make payment by cash, check, credit card, or auto debit.

2.4.3 Unless other arrangements are made, commercial customers will make payment by cash, check, credit card, or auto debit.

2.5 Billing Periods

- 2.5.1 Bills will be generated and mailed on or about the 1<sup>st</sup> of each month, and Customer payments will be due on the 21st day following bill mailing date.

2.6 Billing Disputes

- 2.6.1 Billing disputes should be addressed in writing to:

Otelco Telecommunications, LLC  
215 Roe Street  
P.O. Box 38  
Pilot Grove, MO 65276

Business hours are between 8 a.m. and 5 p.m., Central Standard Time. Billing disputes can also be resolved via telephone during normal business hours.

2.7 Customer Service

- 2.7.1 Otelco Telecommunications LLC customer service representatives can be contacted in writing at :

Otelco Telecommunications, LLC  
215 Roe Street  
P.O. Box 38  
Pilot Grove, MO 65276

Customer Service problems may be reported 24 hours a day by telephone.

2.8 Non-Payment

- 2.8.1 Payments from Customers will be due on the 22<sup>nd</sup> day of the month during which the bill was rendered. Payments not received by the last day of that month will be considered delinquent and will be referred to the Company's credit department for collection. The Credit Department will receive daily updates of payments received on past due accounts.
- 2.8.2 For payments not received by the due date, we reserve the right to apply a late payment charge equal to 1.5% (or the highest rate permitted under applicable law whichever is less) of the unpaid balance for each month that there remains an unpaid balance. The late payment charge shall be due and payable upon notice to the customer.

2.9 Notice of Service Discontinuance



- 2.9.1 A Discontinuance Notice will be sent to the Customer if payment has not been received 30 days from the rendition of the bill. If payment is not received within 10 days of the Discontinuance Notice, service will be discontinued.

2.10 Charges for Installation and Connection

- 2.10.1 The Company will assess no charges for installation and connections.

2.11 Advanced Payments and Security Deposits

- 2.11.1 For Customers from whom the Company decides an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges. The Company waives the advance payment requirement for all Customers except those that are notified by the Company that they have an unsatisfactory credit history.

- 2.11.2 The Company may require a deposit if the Customer is unable to establish a good credit rating, or if the Customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent, or the customer has had service discontinued at any time during the preceding twelve (12) billing periods. The deposits shall not exceed estimated charges for two months' service based on the average bill during the preceding twelve months or in the case of new applicants, two months' average monthly bill for all subscribers within a customer class. The deposit shall be returned upon satisfactory payment of all undisputed charges during the last 12 billing periods, or discontinuance of service.

2.12 Credit Checks

- 2.12.1 The Company reserves the right to request credit information from commercial accounts and residential customers.

2.13 Taxes

- 2.13.1 State, local and other taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are not included in the quoted rates, and will be added to the Customer's bill for services.

3.0 Description of Service

3.1 Timing of Calls

3.1.1 The Customer's long distance usage charge is based on the actual usage of the Company's services. Usage begins when the called party picks up the receiver and ends when either party hangs up. The Company will not bill for uncompleted calls.

3.1.2 Long Distance is billed in full minute increments, with each partial minute rounded up to a full minute. For example, a call that lasts 65 seconds will be billed as a 2 minute call.

3.2 Limitations and Exceptions

3.2.1 Calling is limited to the 48 continental U.S.A. states.

Calls to Hawaii, Alaska and International jurisdictions are not included in any of the calling options as listed in section 5.1. This traffic is billed separately.

3.2.2 The following types of calls are not included in any of the calling options as listed in section 5.1, and will be billed separately:

Directory Assistance	Rates listed in Section 5.2
Operator Assisted Calls	Rates listed in Section 5.3
Calling Card Service	Rates listed in Section 5.4
Terminating 800 Type Services	Rates listed in Section 5.5

3.2.3 Customer must be PIC'd to Otelco Telecommunications LLC for both their IntraLATA and InterLATA traffic to be eligible for any of our calling options.

3.2.4 Company will not bill for incomplete calls where answer supervision is available. Company will not bill for incomplete calls and will remove any charge(s) for incomplete calls upon (i) subscriber notification and (ii) Company's verification.

3.3 Service Offerings

3.3.1 The Company offers switched MTS, 800 and calling card interexchange services by the resale of the services of Underlying Carriers or by use of the Company's own facilities.

#### 4.0 Promotions

##### 4.1 General

From time to time, the Company may elect to offer special promotions to its customers. These promotions will generally consist of a reduced price, a waiver of installation charges, either alone or in bundles with other services of the Company or other entities. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered. It is deemed that promotional tariffs are approved by the commission on the effective date unless notification from the Commission is received to the contrary. If facilities permit, all residence and / or business customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions in which to subscribe to residence or business services.

##### 4.2 Specific Promotion

(Held for future use; none at this time.)

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5.0 Rates and Charges5.1 We are currently offering two calling options:

- 5.1.1 Option #1) Recurring Charge: \$ 7.00 per month  
Per Minute Charge: \$ 0.12
- 5.1.2. Option #2) Unlimited Calling: \$19.95 per month
- 5.1.3 Monthly recurring charges will be prorated based upon service activation date.

5.2 Directory Assistance

- 5.2.1 Per Message: \$ 1.25

5.3 Operator Assistance

- 5.3.1 Per Minute Charge: \$ 1.50

5.4 Calling Card

- 5.4.1 Customer must subscribe to one of the options in section 5.1 to be eligible for calling card services from the Company.
- 5.4.2 Per Minute Charge: \$ 0.15

5.5 Terminating 800 Type Service

- 5.5.1 Customer must subscribe to one of the options in section 5.1 to be eligible for toll free services from the Company.
- 5.5.2 Recurring Charge: \$5.00 per month
- 5.5.3 Per Minute Charge: \$ 0.12
- 5.5.4 Vanity Number Request: \$25.00 (One Time Fee)
- 5.5.5 Random Number Request: No Charge