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August 26, 1999

FILED²

AUG 26 1999

Missouri Public
Service Commission

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 3660
Jefferson City, Missouri 65102

TA2000-188

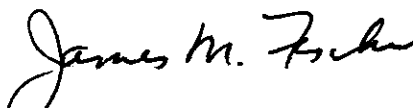
RE: *In the matter of the Application of TON Services Inc. for a Certificate of Service Authority to Provide Competitive Intrastate Interexchange Telecommunications Services in Missouri*

Dear Mr. Roberts:

Enclosed for filing in the above-referenced matter are the original and six (6) copies of the tariffs of TON Services Inc. A copy of the foregoing tariffs has been hand-delivered or mailed this date to parties of record.

Thank you for your attention to this matter.

Sincerely,


James M. Fischer

/jr
Enclosures

cc: Office of the Public Counsel

0000160

Title Sheet

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

TON Services Inc.

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

Issued: August 26, 1999

Effective: October 11, 1999

By:

Joseph R. Kelley, Vice President and General Manager
4185 Harrison Boulevard, Suite 301
Ogden, Utah 84403

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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 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 sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Missouri P.S.C.. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Missouri P.S.C. follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page 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).

STATEMENT OF COMPETITIVE CARRIER STATUS

TON Services Inc. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived.

STATUTES

Section 392.240(1)	Ratemaking
Section 392.270	Valuation of property (ratemaking)
Section 392.280	Depreciation accounts
Section 392.290	Issuance of securities
Section 392.310	Stock and debt issuance
Section 392.320	Stock dividend payment
Section 392.330	Issuance of securities, debt and notes
Section 392.340	Reorganization(s)

COMMISSION RULES

4 CSR 240-10.020	Depreciation fund income
4 CSR 240-30.010(2)(C)	Rate schedules
4 CSR 240-32.040	Uniform System of Accounts
4 CSR 240-32.030(1)(B)	Exchange Boundary Maps
4 CSR 240-32.030(1)(C)	Record keeping
4 CSR 240-32.030(2)	In-state record keeping
4 CSR 240-32.050(3)	Local office record keeping
4 CSR 240-32.050(4)	Telephone directories
4 CSR 240-32.050(5)	Call intercept
4 CSR 240-32.050(6)	Telephone number changes
4 CSR 240-32.070(4)	Public coin telephones
4 CSR 240-33.030	Minimum charges rule
4 CSR 240-33.040(5)	Finance Fee

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a TON Services Inc. switching center or point of presence.

Account Code - A number assigned to each Customer Account which serves as the only means of Customer identification and for proper Depletion of Customer Account Balances.

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

Available Account Balance - The amount of usage remaining on a Customer Account at any particular point in time. Each Customer Account has an Initial Account Balance which is stated in either U.S. dollars or Call Units, depending on the type of service. The Available Balance is depleted by the appropriate dollar amount or number of Call Units, respectively, based on the actual usage of the Company's service.

Call Unit - A Call Unit is a measurement of usage, such that a specified quantity of Call Units equate to one minute of usage. For example, one Call Unit may equate to one minute of interstate usage, while several Call Units may equate to one minute of international usage. Call Units are depleted on a per-call, real time basis.

Called Party - The person, individual, corporation, or other entity whose telephone number is called by the End user.

Commission - Refers to the Missouri Public Service Commission.

Company or Carrier - TON Services Inc. ("TON") unless otherwise clearly indicated by the context.

Cost Deductions - Deductions in the dollar amount remaining on a Customer's debit card caused by using the debit card service.

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

Customer - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

Customer Account - A Company account which is not associated with a Local Exchange Carrier switched access business or residential line. Customer Accounts consist of prepaid balances which are depleted on a real time basis during each call placed on each account.

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 Account Code and instructions for accessing the Company's network.

Debit Card Service - A communications service provided by the Company. To use debit card service, the Caller must first dial a preassigned toll free (i.e. 800/888) number to obtain access to the Company's network. Once the Caller is connected to the TON network, the caller must then dial an authorization number and then the ten digit number of the called party.

Debit Service Call - A service accessed via a toll free (i.e. "1-800/1-888") number 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.

Depletion - Reductions in the Available Balance based on usage of the Customer Account. Depletion of Dollar-Based service occurs on a real time basis at the tariffed per minute rates contained herein. Depletion of Unit-Based service occurs on a real time basis at the tariffed number of Call Units per minute contained herein.

Dollar-Based Accounts - Service where the Initial Balance and Available Balance is expressed in U.S. dollars. The rates per minute contained in this tariff are expressed in U.S. dollars.

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

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.

Identification Number - A unique numerical code associated with each debit card.

Initial Account Balance - The Available Balance of a Customer Account upon issuance of an Account Code and before any Depletion for call activity. The Initial Account Balance is expressed in either U.S. Dollars or in Call Units.

LEC - Local Exchange Company

Marketer - Any person, firm, entity or corporation authorized by the Company to market debit cards to the public.

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.

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Company's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

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

Personal Identification Number (PIN) - See Authorization Code.

Renewal - A method of replenishing the Available Balance with additional quantities as authorized and paid for by the Customer. Renewal of Available Balances may be limited by the amount or the class of service.

Subscriber - A party who subscribes to debit card service.

TON - Used throughout this tariff to mean TON Services Inc. unless clearly indicated otherwise by the text.

Unit-Based Accounts - Service where the Initial Balance and Available Balance is expressed in Call Units. The rates per minute contained in this tariff are expressed in Call Units, inclusive of taxes.

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 purposed of rating calls.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of TON**

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

TON installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this tariff. TON 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 TON 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** TON 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.

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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 TON 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** TON 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.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.4 Liabilities of the Company**

- 2.4.1** TON'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.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.4 Liabilities of 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 (PINs) 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 require deposits. The prepayment of service immediately available, such as debit card service, does not constitute a deposit.

2.6 Advance Payments

The Company does not require advance payments. The prepayment of service immediately available, such as debit card service, does not constitute an advance payment..

2.7 Taxes and Fees

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company.

2.7.1 For Debit Service, taxes or fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

2.7.2 For all other services offered by the Company, taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided. All charges and fees subject to the Missouri Public Service Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.

2.8 Interconnection

Service furnished by TON 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 TON's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.9 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.

2.10 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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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.11 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by The Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.11.1 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.12 Cancellation by Customer**

Customers may cancel service at any time, either verbally or in writing. Customers are responsible for all charges up through the actual disconnect date. Charges may be avoided by dialing another carrier's access code. 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.

2.13 Refusal or Discontinuance by Company

2.13.1 TON may refuse or discontinue service with proper notice to the Customer for any of the following reasons:

- A.** For failure of the Customer to pay a bill for service when it is due.
- 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.
- 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.
- H.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.13 Refusal or Discontinuance by Company, (Cont'd)

2.13.1 cont'd

- I.** When the Available Balance for Debit Account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- J.** When the established expiration date of the Debit Account is reached.

Twenty-four hours prior to discontinuing service, the Company shall make reasonable efforts to contact the Customer concerning the proposed discontinuance of service, and to advise of the required steps to avoid such discontinuance. No effort will be made to reach subscribers to TON's Debit Card Service in the event of depletion or expiration of their Debit Cards.

SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.13 Refusal or Discontinuance by Company, Cont'd.**

2.13.2 TON 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.

2.14 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.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.15 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.

2.16 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. All promotions are subject to the prior approval of the commission.

2.17 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.

2.18 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.

SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.19 Return Check Charge**

The Company reserves the right to assess a return check charge of up to \$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, pursuant to Missouri law and the Missouri Public Service Commission regulations.

2.20 Billing Entity Conditions

When billing functions on behalf of TON are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.21 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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SECTION 3 -DESCRIPTION OF SERVICE**3.1 General**

TON provides prepaid debit card services for communications originating and terminating within the state of Missouri under terms of this tariff.

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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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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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**3.4 Rate Periods**

For time-of-day sensitive services, the following rate periods apply:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	PEAK PERIOD						
5:00 PM TO 11:00 PM*	OFF-PEAK PERIOD						
11:00 PM TO 8:00 AM*							

* Up to, but not including

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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**3.5 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. The Company reserves the right to waive this charge on one or more of its card offerings when the call is made from a TON Services pay telephone.

Surcharge, Per Call

2 units

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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**3.6 Prepaid Card Service - Schedule A**

Prepaid Card Service - Schedule A permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 2 units of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

Schedule A Cards are not rechargeable. The Available Usage Balance expires 180 days from the date of activation of the Card. Schedule A cards are sold in \$5, \$10, \$20, \$40, \$60, and \$100 increments. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the 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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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**3.7 Prepaid Card Service - Schedule B**

Prepaid Card Service - Schedule B permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 2 units of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

Schedule B Cards are not rechargeable. The Available Usage Balance expires 180 days from the date the card is first used. Schedule B cards are sold in \$5, \$10, and \$20 increments. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the 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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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**3.8 Prepaid Card Service - Schedule C**

Prepaid Card Service - Schedule C permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 2 units of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

Schedule C Cards are rechargeable. The Available Usage Balance expires 180 days from the date of last use of the new card or replenished card, whichever is applicable. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the 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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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**3.9 Prepaid Card Service - Schedule D**

Prepaid Card Service - Schedule D permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 2 units of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

The Available Usage Balance expires one (1) year from the date of last use of the new card or replenished card, whichever is applicable. Schedule D cards are sold in \$5, \$10, \$20, \$40, \$60, and \$100 increments. Schedule D Cards are rechargeable in any increment. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the 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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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**3.10 Bank Card Service - Schedule E**

Bank Card Service - Schedule E permits Customers to use their own bank-provided prepaid card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule E service by dialing a Company-specified access code.

Schedule E Cards are rechargeable. A maximum of 100 units may be used for each call. At the end of a call, if the remaining balance is below 50 units, the card will be automatically recharged up to 100 units provided there are sufficient funds in the account. Calls in progress will be terminated if the bank account balance is insufficient to cover the charges associated with the call.

The card may be used at any time there are sufficient funds in the Customer's bank account or until the expiration date on the MasterCard or until the MasterCard account is closed.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the 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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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**3.11 Prepaid Card Service - Schedule F**

Prepaid Card Service - Schedule F permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 2 units of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

The Available Usage Balance expires one (1) year from the date of last use of the new card or replenished card, whichever is applicable. Schedule F cards are sold in various increments. The price per unit varies with the increment purchased as shown below. Schedule F Cards are rechargeable. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the 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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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**3.12 Prepaid Card Service - Kardlink Management**

Prepaid Card Service - Kardlink Management is offered for those Customers who wish to purchase prepaid cards in bulk. This offering is designed primarily for business Customers who provide prepaid cards for use by their employees. Kardlink Management includes a web-based service that allows the Customer to control the amount of money spent each month for phone usage.

Kardlink Management Cards are rechargeable. The Available Usage Balance expires 180 days from the date of last use of the new card or replenished card, whichever is applicable. Payment for Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable. Payment may be made via automatic bank draft, check or money order. Calling time will then be added to the applicable Kardlink cards in the Customer's account.

The Customer may allot a predetermined amount of time each month to be used for long distance calling for each card. Card renewal may be accomplished either by adding time manually or by setting defaults to add calling time automatically via the Company's Internet web page. Default settings may be changed for all cards on the account or for individual cards.

As part of the service, call detail is made available through the Company's Internet web page. The Customer may view and print statements and receipts on all financial transactions via the web. The Customer may obtain call detail for each individual card or receive a summary of all the cards in the Customer's account.

Call charges are deducted from each card on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 2 units of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the 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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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**3.13 Debit Card Sponsor Program**

The Debit Card Sponsor Program, where available, 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 Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor 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 Sponsor may distribute the Company's Prepaid card accounts at reduced rates or free of charge to end users. At the option of the Sponsor, these cards may not be replenishable. 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.

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SECTION 4 - RATES**4.1 Rates and Charges****4.1.1 Prepaid Card Service - Schedule A Rates**

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

<u>Purchase Price</u>	<u>Amount of Units</u>	<u>Price per Unit</u>
\$ 5.00	16	\$0.31
\$ 10.00	37	\$0.27
\$ 20.00	80	\$0.25
\$ 40.00	167	\$0.24
\$ 60.00	300	\$0.20
\$100.00	714	\$0.14

Access Fee, per call: 1 Unit

4.1.2 Prepaid Card Service - Schedule B Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

<u>Purchase Price</u>	<u>Amount of Units</u>	<u>Price per Unit</u>
\$ 5.00	16	\$0.31
\$ 10.00	37	\$0.27
\$ 20.00	80	\$0.25

Access Fee, per call: 1 Unit

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SECTION 4 - RATES, CONT'D.**4.1 Rates and Charges, Cont'd.****4.1.3 Prepaid Card Service - Schedule C Rates**

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

<u>Amount of Units</u>	<u>Price per Unit</u>
1 - 15	\$0.38
16 - 36	\$0.31
37 - 79	\$0.27
80 - 166	\$0.25
167 - 299	\$0.24
300 - 713	\$0.20
714 +	\$0.14

Access Fee, per call: 1 Unit

4.1.4 Prepaid Card Service - Schedule D Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

<u>Purchase Price</u>	<u>Amount of Units</u>	<u>Price per Unit</u>
\$ 5.00	16	\$0.31
\$ 10.00	37	\$0.27
\$ 20.00	80	\$0.25
\$ 40.00	167	\$0.24
\$ 60.00	300	\$0.20
\$100.00	714	\$0.14

Access Fee, per call: 1 Unit

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SECTION 4 - RATES, CONT'D.**4.1 Rates and Charges, Cont'd.****4.1.5 Bank Card Service - Schedule E Rates**

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the account. A maximum of 100 units may be used for each call.

Price per Unit

\$0.15

4.1.6 Prepaid Card Service - Schedule F Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

Purchase Price**Price per Unit**

\$ 1.00 - \$ 4.99	\$0.38
\$ 5.00 - \$ 9.99	\$0.31
\$ 10.00 - \$19.99	\$0.27
\$ 20.00 - \$39.99	\$0.25
\$ 40.00 - \$59.99	\$0.24
\$ 60.00 - \$99.99	\$0.20
\$100.00 +	\$0.14

Access Fee, per call: 1 Unit

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SECTION 4 - RATES, CONT'D.**4.1 Rates and Charges, Cont'd.****4.1.7 Prepaid Card Service - Kardlink Management**

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

Price per Unit

\$0.15

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SECTION 5 - PROMOTIONS**5.1 Promotional Offerings - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be submitted to the Commission for prior approval.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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