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May 6, 1998

FILED
MAY 06 1998
MISSOURI
PUBLIC SERVICE COMMISSION

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

TA-98-502

Re: NOW Communications, Inc.; Interexchange Application

Dear Mr. Roberts:

Please find enclosed for filing an original and fourteen conformed copies of NOW Communications, Inc.'s verified Application For Interexchange Service Authority. Included in this Application as Appendix B are proposed tariff sheets bearing a forty-five day effective date. Copies of this filing have been sent this date to the General Counsel's Office and the Office of the Public Counsel. Thank you.

Sincerely,


Brent Stewart

CBS/bt

cc: General Counsel's Office
Office of the Public Counsel
Scott Seab

800888

Client: NOW Communications, Inc.
Re: IXC Application
Case No.: _____

APPENDIX B
(Proposed Tariff)

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

OFFERED BY

**NOW Communications, Inc.
Corporate Headquarters
713 Country Place Drive
Jackson, MS 39208**

Applying generally to its authorized territories within the State of Missouri.
This tariff applies to the Company's resale of interexchange telecommunications services
in the State of Missouri.

**NOW COMMUNICATIONS, INC. IS A
COMPETITIVE TELECOMMUNICATIONS COMPANY
UNDER THE REVISED STATUTES OF MISSOURI**

LIST OF WAIVED STATUTES AND REGULATIONS

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711 S. Tejon, Suite 201
Colorado Springs, CO 80903

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CHECK SHEET

Pages listed below of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this pages.

| <u>PAGE</u> | <u>REVISION</u> |
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| 1 | Original |
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SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changes regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (Y) To signify a reference to other published tariffs.
- (Z) To signify a correction.

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- C. Paragraph Numbering Sequence - There are five 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
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

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APPLICABILITY OF TARIFF

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided, and all effective rates and charges applicable to the furnishing of interexchange telecommunications services of the Company within the State of Missouri. Only those services, terms and conditions and rates and charges approved by the Missouri Public Service Commission and contained in this tariff may be provided to Customers within the State of Missouri. Filed tariffs are binding on the Company and no deviation from the filed tariff is permitted without Commission approval unless modified by statute, rule, order, or regulation by operation of law.

ACCESSIBILITY OF TARIFF

This tariff is on file with the Missouri Public Service Commission and at the Company's principal place of business:

NOW Communications, Inc.
713 Country Place Drive
Jackson, MS 39208

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company's Vice President of Law and Public Policy at (719) 633-9977.

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SECTION 1 - TERMS AND ABBREVIATIONS

"Access" as used in this tariff means an arrangement which connects the Customer's or Subscriber's telecommunications service to the Underlying Carrier's designated point of presence or network switching center.

"Automatic Number Identification" or **"ANI"** refers to the calling telephone number identification which will be forwarded to the Company's network by the Local Exchange Company ("LEC") as a call is placed. Feature Group D interconnections are used to gain access to a Carrier's switched telecommunications service.

"Commission" means the Missouri Public Service Commission.

"Company" means NOW Communications, Inc., unless otherwise indicated by the context.

"Customer" the person, firm, company, corporation, or other entity who purchases Service(s) under this Tariff. Customer shall include both residential and business customers.

"Customer trouble report" means any oral or written report given to the Company's repair service or contact person by a Customer relating to a defect or difficulty or dissatisfaction with the provision of the telecommunications service provided by the Company.

"Delinquent" means a payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

"Exchange" means a geographic area established and approved by the Commission for the administration of local telephone service in a specified area which usually embraces a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing communication service in that area.

"Holidays" means all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

"IXC" means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of Missouri.

"InterLATA call" means any call which is originated in one LATA and terminated in another LATA.

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"Interstate call" means any call which is originated in one state and terminated within the boundaries of another state.

"IntraLATA call" means any call which is originated and terminated within the boundaries of the same LATA, regardless of whether such call crosses LATA boundaries prior to reaching its termination point.

"Intrastate call" means any call which is originated and terminated within the boundaries of the State of Missouri, regardless of whether such call crosses state boundaries prior to reaching its termination point.

"LATA" means Local Access and Transport Area.

"LEC" any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

"Point of presence ("POP")" means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

"Prepaid long distance service" means interexchange telecommunications services purchased by the Customer in advance of utilizing such service. Said service is offered at a flat per minute rate and is not affected by mileage or distance variations. The Customer accesses the Company's network by dialing a toll free number. Billing, deposit, and disconnection provisions do not apply to this service.

"Reseller" means a Company offering telecommunications services to the public through the use of the facilities of an underlying carrier or a combination of its own facilities and the facilities of an underlying carrier for resale to the public for profit. A Customer who offers the service(s) it obtains from a Reseller to the public for profit shall also be deemed a Reseller.

"Service" means service in its broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished or supplied by a Reseller in the provision of regulated offerings to their Customers.

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"Telecommunications service" means service provided by the Company including voice, data, and all other types of communications services, under the Company's tariffs on file with the Commission.

"Underlying Carrier" means the LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Tariff.

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SECTION 2 - RULES AND REGULATIONS

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2.1 - UNDERTAKING OF COMPANY

- 2.1.1 The Company's services are furnished for intrastate long distance telecommunications under terms of this tariff.
- 2.1.2 The Company installs, operates, and maintains the telecommunications services provided herein under the accordance with the terms and conditions set forth under this tariff. The Company 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 Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis, and are available twenty-four (24) hours per day, seven (7) days 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 The Company 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.
- 2.2.4 The Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the State of Missouri.
- 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.

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2.3 - TRANSFER OR ASSIGNMENT

- 2.3.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of service where there is no interruption or physical relocation. All terms and provisions contained in this tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:
- (A) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and,
 - (B) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's services. These obligations include all outstanding indebtedness for the use of the Company's service. Consent to such transfer or assignment will not be unreasonably withheld; and,
 - (C) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of the request.
- 2.3.2 As relates to the assignee or transferee, deposits may be required pursuant to Section 2.6 of this tariff.

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- 2.3.3 Any permitted transfer or assignment of the Company's service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.
- 2.3.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.4 - USE OF SERVICE

- 2.4.1 The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such service(s).
- 2.4.2 The use of the Company's service(s) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonable interfere with use by others, is prohibited.
- 2.4.3 The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.
- 2.4.4 Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the State of Missouri.
- 2.4.5 The Company's service is available for use twenty-four (24) hours per day, seven days per week.
- 2.4.6 The Company does not transmit messages pursuant to the tariff, but its services may be used for that purpose.
- 2.4.7 The Company's service(s) may be denied for nonpayment of charges or for other violations of this tariff.

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2.5 - LIABILITIES OF THE COMPANY

- 2.5.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) 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.
- 2.5.2 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 an underlying 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.
- 2.5.3 The Company will make no refund of overpayment by a Customer unless the claim for overpayment, together with proper evidence, is submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.
- 2.5.4 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's services.
- 2.5.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s) which is not the direct result of the Company's negligence.

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2.6 - DEPOSITS AND INTEREST

The Company's deposit plan includes criteria for residential and nonresidential Customers. The nonresidential plan conforms to the following except for 2.6.1, 2.6.2, 2.6.3, and 2.6.10.

- 2.6.1 The Company shall not require a deposit of a residential Customer who has received the same or similar type of classification of service for twelve (12) consecutive months and service was not terminated for nonpayment nor was payment late more than twice nor was a check for payment dishonored. The twelve (12) months service period shall have been within eighteen (18) months prior to the application for new service.
- 2.6.2 Although the Company does not normally collect deposits from its Customers, deposits may be required from Customers whose credit history is unacceptable or unavailable. The amount of the deposit shall not exceed an amount equal to two (2) months toll charges determined by actual or anticipated usage. The Company plan may allow Customers to pay deposits in installments.
- 2.6.3 A present Customer may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent, with delinquent meaning a payment not received on or before the due date as posted on the bill for the Company's service, in two (2) out of the last twelve (12) billing periods or if the Customer has had service disconnected during the last twelve (12) months pursuant to Section 2.16.1 of these tariffs or has presented a check subsequently dishonored.
- 2.6.4 Interest is calculated at a rate of 1% above the prime rate as published in *The Wall Street Journal*.
- 2.6.5 If refund of a deposit is made within thirty (30) days of receipt of deposit, no interest payment is required. If the Company retains the deposit more than thirty (30) days, payment of interest shall be made retroactive to the date of receipt of the deposit. No interest shall accrue on a deposit after discontinuance of service.
- 2.6.6 The Company shall provide payment of accrued interest for all Customers annually by negotiable instrument or by credit against current billing.
- 2.6.7 The deposit shall cease to draw interest on the date it is returned or credited to the Customer's account.

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- 2.6.8 The amount of the deposit, with accrued interest, shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the Customer within thirty (30) days after settlement of the Customer's account, either in person or by mailing it to the Customer's last known address.
- 2.6.9 If service is not connected, or after disconnection of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one (1) premise to another within the Company's service area shall not be deemed a disconnection, and no additional deposit may be required unless otherwise permitted by this tariff.
- 2.6.10 The Company shall automatically refund the deposit for residential service, with accrued interest, after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than twice; provided, however, that service has not been disconnected within the twelve (12) month period. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due. Payment of a charge shall be deemed not satisfactory if made by a check subsequently dishonored. If the Customer does not meet these refund criteria, the deposit and interest may be retained in accordance with Section 2.6.3 of this tariff.
- 2.6.11 The Company may withhold refund or return of the deposit, pending the resolution of a dispute with respect to charges secured by the deposit.
- 2.6.12 The Company shall keep records to show the name, account number, and address of each depositor; the amount and date of the deposit; and, each transaction concerning the deposit.
- 2.6.13 The Company shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.
- 2.6.14 Such records shall be retained for two (2) years after deposit and/or interest is refunded or applied.
- 2.6.15 Upon the sale or transfer of the Company or operating units thereof, the seller shall file, with the application of transfer, a verified list of the information in (m) of this Section, and the unpaid interest thereon. The information provided shall be treated as confidential and shall not be available for public inspection unless ordered by the Commission after notice and hearing.

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- 2.6.16 The deposit made by the Customer with the Company at the time of application for service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for the payment of monthly bills or other proper charges.
- 2.6.17 The Company does not require deposits from customers who purchase long distance services on a prepaid basis.

2.7 - BILLING AND BILLING DISPUTES

- 2.7.1 Billing to non-prepaid Customers will be scheduled monthly. Usage charges are billed in arrears. Recurring fixed charges are billed monthly in advance. A bill will be considered rendered to the Customer when deposited in the United States mail with postage prepaid. If the delivery is by other than United States mail, the bill will be considered rendered when delivered to the last known address of the party responsible for payment.
- 2.7.2 The Customer is responsible for all charges including all calls placed from the Customer's location or by use of the Customer's authorization code(s).
- 2.7.3 Payment is due by the invoice date printed on the bill. Payments are sent to the address listed on the bill.
- 2.7.4 If a Customer's bill is not paid by the due date printed on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount.

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2.7.5 Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at (888) 565-1011. The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission, located at The Harry Truman State Office Building, 5th Floor, Jefferson City, Missouri 65101. The Commission's toll free number is (800) 392-4211.

2.7.6 The Company does not issue bills to customers who purchase long distance services on a prepaid basis.

2.8 - (RESERVED FOR FUTURE USE)

2.9 - TAXES

The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

2.9.1 All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s).

2.9.2 Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).

2.9.3 Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

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- 2.9.3.1 All taxes are included in the per minute rate for customers who purchase NOW's prepaid long distance services.

2.10 - EQUIPMENT

- 2.10.1 The Company's facilities and service(s) may be used with or terminated in Customer-provided terminal equipment or Customer-provided telecommunications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of 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

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

2.12 - PAYMENT FOR SERVICE

- 2.12.1 All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a LEC, credit card company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service tariff shall apply to charges of the Company when the LEC serves as the billing agent for the Company or buys the Company's accounts receivables. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.
- 2.12.2 Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.12.3 Prepaid long distance customers are not billed for service.

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2.13 - RETURNED CHECK CHARGE

- 2.13.1 If a check offered by a Customer for payment of service provided is dishonored, a returned check charge shall be applied in the amount of \$20.00.

2.14 - CANCELLATION OF SERVICE BY CUSTOMER

- 2.14.1 A Customer may cancel service by providing written or oral notice to the Company.

2.15 - INTEREXCHANGE INTERCONNECTION FOR RESALE

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

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2.16 - DENIAL OR TERMINATION OF SERVICE

- 2.16.1 Service may be refused or terminated for any of the following reasons:
- (a) Nonpayment of a bill if issued within the period prescribed in the Company's tariff.
 - (b) Failure to make a security deposit (if required).
 - (c) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.
 - (d) Excessive or improper use of telecommunications services, or used in such manner as to interfere with reasonable service to other Customers.
- 2.16.2 The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.

2.17 - DISCONNECTION AND NOTICE

- 2.17.1 When service to a Customer is disconnected for nonpayment of a bill for services or failure to make a security deposit after a reasonable time, the Company shall give at least five (5) days written notice to the Customer of the Company's intent to discontinue service. Notice shall be mailed by the Company to the Customer's address. Notice will be deemed given to the Customer two (2) days after mailing by the Company. (These procedures do not apply to customers who prepay for their long distance services).
- 2.17.2 Notices to the Customer shall contain the following information:
- (a) Name, address, and telephone number of Customer.
 - (b) Statement of reason for proposed discontinuance of service.
 - (c) The date on or after which service will be discontinued unless appropriate action is taken.
 - (d) The telephone number of the Company where the Customer may make an inquiry.
 - (e) Charges for reconnection.
 - (f) The address and telephone number of the Commission's Consumer Services Division.

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- 2.17.3 The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the company.

2.18 - REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE

- 2.18.1 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility, where applicable

2.19 - INSPECTION, TESTING AND ADJUSTMENT

- 2.19.1 Upon reasonable notice, the facilities/equipment provided by the Underlying Carrier or the Reseller shall be made available to the Underlying Carrier or the Reseller for tests and adjustments as may be deemed necessary by the Underlying Carrier or the Reseller for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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2.20 - CUSTOMER SERVICE

- 2.20.1 The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making customer trouble reports, making oral cancellation of service, etc. The toll-free number is (888) 565-1011.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATESINDEX

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3.1 - GENERAL

3.1.1 Rates and timing of calls (except prepaid long distance service, as defined on page 8) may vary by product type, time of day, day of week, call mileage, access method, terminating area, or call duration. Calls are billed individually and on a monthly basis. Usage is billed in arrears. Customers who purchase long distance services on a prepaid basis are not billed monthly.

3.1.2 Intrastate services are offered in conjunction with interstate services.

3.2. - TIMING OF CALLS

3.2.1 Billing for non-prepaid calls placed over the network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- (A) Call timing 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.
- (B) Chargeable time for calls ends when one of the parties disconnects from the call.
- (C) Minimum call duration periods for billing purposes vary by service option.
- (D) For billing purposes, usage after the initial period varies by service and is specified by service in this tariff.

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- (E) The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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3.3 - CALCULATION OF DISTANCE ("V&H")

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 Company's prepaid long distance services are not mileage-sensitive products.

The service 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 vertical ("V") and horizontal ("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" coordinate 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:

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

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3.4 - TIME OF DAY RATE PERIODS

- 3.4.1 The following rate periods apply to all service offerings and, unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

| | MON | TUE | 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 (Non-Day) | | | | | | EVE |
| 11:00 PM* TO 8:00 AM* | NIGHT/WEEKEND RATE PERIOD (Non-Day) | | | | | | |

* Up to, but not including

- 3.4.2 When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.
- 3.4.3 Prepaid long distance services are provided at a flat rate of .25 cents per minute for any call within the continental United States. That rate includes all taxes and surcharges. There is no minimum time usage requirement and customers may prepay any amount desired for long distance services.

3.5 - HOLIDAYS AND RATES

- 3.5.1 The Company may designate certain holidays on which rates may be lower.
- 3.5.2 Reserved for future use.

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3.6 - PROMOTIONAL OFFERINGS

- 3.6.1 The Company may from time to time engage promotional trial service offerings of limited duration, not to exceed ninety (90) days, designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times, and locations. Except for the rates charged under such promotions, all other terms and conditions of service contained in this tariff will apply to the Company's promotional service offerings. The Company will notify the Commission by letter specifying the services offered, terms of promotion, location, and dates of each promotional period, thirty (30) days in advance, for approval of promotional service offerings.

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NOW Communications, Inc., has sought a waiver of the following Statutes and Regulations:

STATUTES

| | | |
|--------------------|----|---|
| Section 392.240(1) | -- | ratemaking |
| Section 392.270 | -- | valuation of property |
| 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; debts and notes |
| Section 392.340 | -- | reorganizations |

COMMISSION RULES

| | | |
|------------------------|----|------------------------------|
| 4 CSR 240-10.020 | -- | depreciation and fund income |
| 4 CSR 240-30.010(2)(C) | -- | rate schedules |
| 4 CSR 240-30.040 | -- | 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 240-33.030 | -- | minimum charges rule |

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