ARRIVAL COMMUNICATIONS, INC.

INTEREXCHANGE AND NON-SWITCHED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

Telephone Number: (415) 955-9023

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate interexchange telecommunications services, and non-switched local exchange telecommunications services, to business and residential customers by Arrival Communications, Inc. between locations within the State of Missouri. This tariff is available for public inspection during normal business hours at the main office of Arrival Communications, Inc., located at 88 Kearney, Suite 1610, San Francisco, California 94114.

Arrival Communications, Inc. and the services offered hereunder have been classified as competitive by the Missouri Public Service Commission.

ISSUED: February 18, 2000

ISSUED BY: Kevin Timpane

88 Kearney, Suite 1610

San Francisco, California 94114

MOI0000

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WAIVER OF RULES AND REGULATIONS

The Missouri Public Service Commission has waived the application of the following statutes and rules for the offering of the telecommunications services set forth herein:

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, debts and notes
Section 392.340	- reorganization(s)

Commission Rules

4 CSR 240-10.020 4 CSR 240-30.010(2)(C) 4 CSR 240-30-040 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)	 depreciation fund income rate schedules uniform system of accounts exchange boundary maps record keeping in-state record keeping local office record keeping telephone directories intercept
4 CSR 240-32.050(4)	- intercept
4 CSR 240-32.050(6)	- telephone number changes
4 CSR 240-32.070(4)	- public coin telephone
4 CSR 240-33.030	- minimum charges rule
4 CSR 240-33.040(5)	- finance fee

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TABLE OF CONTENTS

Title Page Title Pag
Waiver of Rules and Regulations
Table of Contents
Explanation of Symbols
Tariff Format
Section 1: Definitions
Section 2: Rules and Regulations
Section 3: Description of Services
Section 4: Rates and Charges
Section 5: Promotions

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EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (D) To signify a discontinued rate or regulation.
- (I) To signify an increase in rate or charge.
- (M) To signify material relocated from one page to another without change.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate or charge.
- (T) To signify a change or regulation but no change in rate or charge.

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TARIFF FORMAT

- A. Page 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. Page 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 Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., 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.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.

2.1.1.A.1.(a).I.(i).(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 sheets 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. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - DEFINITIONS

Access Line - A facility arrangement which connects Customer's or Authorized User's location to the Company's network switching center.

Additional Period - The rate element used to bill chargeable time when a call continues beyond the Initial Period. The Additional Period starts when the Initial Period ends. Additional Period rates apply to any fraction of the time period for chargeable time beyond the Initial Period. Additional Periods vary by rate schedule and are specified in each individual rate table contained in later sections of this tariff.

ANI - A calling telephone number identification which is forwarded to a interexchange carrier by a LEC as a call is placed.

Arrival Communications - Used throughout this tariff to refer to Arrival Communications, Inc.

Authorization Code - A numerical code, one or more of which are available to Customers to enable them to access the Company's network, and which are used by the Company both to prevent unauthorized access to its facilities and to identify Customers for billing purposes.

Authorized User - A natural person or legal entity which is authorized by the Customer to use the Company's Service under the terms and regulations of this tariff.

Casual Calling- Access to the Company's network and the subsequent use of Service by the Customer through the dialing of a toll-free number or access code in the format of 10XXX or 101XXXX, where the three (3) digits or the four (4) digits represented by the "X" are the unique Carrier Identification Code (CIC) assigned to the Company.

CIC - An interexchange carrier identification code.

Commission - The Missouri Public Service Commission.

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SECTION 1 - DEFINITIONS, (CONT'D)

Company or Carrier - Arrival Communications, Inc. unless otherwise clearly indicated by the context.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

Dedicated Access - See Special Access

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

Initial Period - The initial period is the length of a call for minimum billing purposes. The initial periods vary by rate schedule and are specified in each individual rate table contained in other sections of this tariff.

LATA - A geographic area existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, or established by a Bell operating company after February 8, 1996, and approved by the FCC.

LEC - Local Exchange Carrier.

IXC - Interexchange Carrier.

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SECTION 1 - DEFINITIONS, (CONT'D)

Pay Telephone - Telephone instruments provided by the Company, Customer, Confinement Institution or other third party for use by the transient general public. Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

PIC Authorization - A Customer's selection of a Primary Interexchange Carrier that meets the requirements of federal and state law.

Premises - A building or buildings on contiguous property.

Primary Carrier or PIC - The carrier designated by the Customer to its serving LEC as the Customer's carrier of choice for routing of 1+ direct dialed and operator assisted non-local calls.

Private Line - A dedicated path between two locations.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Special Access - Where originating or terminating access between the Customer and the Company is provided on dedicated circuits. A method of reaching the Company's Services whereby the Customer is connected directly to the Company's access point without utilizing the services of the local switched network.

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SECTION 1 - DEFINITIONS, (CONT'D)

Switched Access - Where access between the Customer and the Company is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the Company.

Telecommunications Device for the Deaf (TDD) - A machine that uses the transmission of coded signals instead of verbal communications to enable hearing impaired users to communicate with each other and with non-hearing impaired individuals.

Travel Card Call - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other toll-free access code dialing sequence.

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 may be used for the purposed of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Arrival Communications, Inc.

- 2.1.1 Arrival Communications' services and facilities are furnished for communications originating and terminating within the State of Missouri under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.2 Arrival Communications arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Arrival Communications 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 Arrival Communications network. The Customer shall be responsible for all charges due for such service arrangement.

2.2 Use

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its services when available, and will not be liable for errors in transmission or failure to establish connection.
- 2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by Arrival Communications in its reasonable judgment.
- 2.3.5 Service may be limited or discontinued by Arrival Communications, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Authorization Codes, when Arrival Communications deems it necessary to take such action to prevent unlawful use of its service. Arrival Communications will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated

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2.4 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Liability

- 2.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer as described in Section 2.14, whichever is greater, for the period during which the faults in transmission occur.
- 2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

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2.5 Liability, (cont'd)

- 2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.
- 2.5.6 The Company shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with the Company's services.
- 2.5.7 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:
 - (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or servicemark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
 - (b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
 - (c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

Charges for installations, service connections, moves, and rearrangements, where applicable, will be included on the bill immediately following completion of the work. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- (b) any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- (c) any calls placed by or through the Customer's equipment via any remote access feature(s);
- (d) any calls placed via the Company's Travel Service as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and
- (e) any and all calls placed to an toll-free (e.g., 800, 888) service number provided to the Customer by the Company.

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2.7 Billing and Payment for Service, (cont'd)

2.7.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Unless otherwise specified below, services provided by the Company are billed in arrears directly to the Customer on a monthly basis.

2.7.3 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid twenty one (21) days following the date printed on the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

2.7.4 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Commission regulations.

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2.8 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Arrival Communications may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

2.9 Deposits and Advanced Payments

2.9.1 Deposits

Applicants or customers whose financial condition is not acceptable to the Company or is not a matter of general knowledge, may be required to make, at any time, a cash deposit up to an amount equaling two times (2x) one (1) month's actual or estimated charges for the purpose of guaranteeing final payment for service, in accordance with the rules of the Commission.

An interest of nine percent (9%) shall be credited annually upon the account of customers with deposits. Upon satisfactory payment of all undisputed charges for a twelve month period, the customer's deposit with accrued interest will be refunded or credited against charges stated on subsequent bills.

2.9.2 Advance Payments

For Customers whom the Company determines an advance payment is necessary, Arrival Communications reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments are used as a credit against charges on subsequent bills.

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2.10 Taxes and Fees

- 2.10.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.2 Additional surcharges and fees not subject to Commission jurisdiction my appear on the Customer bill. All charges and fees subject to Commission jurisdiction, except taxes and franchise fees, must be submitted to the Commission for prior approval.
- 2.10.3 The Company may, with Commission approval, adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

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2.10 Taxes and Fees (cont'd)

2.10.3 (continued)

A. Pay Telephone Surcharge

A surcharge shall be assessed for each call made from a Pay Telephone to a Company-provided toll-free number or placed by using a travel card and dialing the Company's prefix in the form 101XXXX. This charge is to compensate the Company for the Federal Communications Commission assessment which is paid by the Company to pay telephone service providers for the use of their pay telephone instruments. Any changes to this surcharge must be approved by the Missouri Public Service Commission.

Per Call Charge:

\$0.35

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2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. 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 Arrival Communications' service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.12 Interconnection

- 2.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.
- 2.12.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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2.13 Inspection, Testing and Adjustment

- 2.13.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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2.14 Credit Allowances for Interruption of Service

- 2.14.1 Credit allowances for interruptions of service of more than two (2) hours which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. No credit is issued for outages less than two hours in duration.
- 2.14.2 It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any furnished by the Customer and connected to the Company's terminal.
- **2.14.3** 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 a long distance service via LEC access.
- 2.14.4 Cellular (wireless) transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one way audio and other problems created by factors beyond Arrival Communications' ability to control. Therefore, under no circumstances will Arrival Communications provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.
- 2.14.5 For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of two (2) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

Credit = $A/720 \times B$

A = outage time in hours (must be 2 or more)

B = total monthly recurring charge for affected service.

2.14.6 For usage sensitive long distance services, credits will be limited to, at maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

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2.15 Cancellation by the Customer

The Customer may have service discontinued upon written or verbal notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written notice is received, whichever is later. Additional charges may apply for service cancelled prior to the end of the minimum period as specified in Section 2.6 of this tariff.

- 2.15.1 Where the Company permits the Customer to cancel an application for service prior to the start of installation of service or prior to any special construction, no charges will be imposed.
- 2.15.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.15.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge, unless otherwise specified in this tariff, will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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2.16 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, verbally or in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

Arrival Communications may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:

- 2.16.1 For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.16.2 For noncompliance with or violation of Commission regulation or Arrival Communications' rules and regulations on file with the Commission.
- 2.16.3 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- 2.16.4 For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

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2.16 Refusal or Discontinuance by the Company, (cont'd)

- 2.16.5 Without notice in the event of tampering with the equipment or services owned by Arrival Communications or its agents.
- **2.16.6** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.16.7 For neglect or refusal to provide reasonable access to Arrival Communications or its agents for the purpose of inspection and maintenance of equipment owned by Arrival Communications or its agents.
- 2.16.8 For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Bills are considered past due and unpaid if payment has not been received from the Customer within twenty one (21) days following the date printed on the bill listing amounts owed.
- 2.16.9 Without notice for unauthorized or unlawful use of Travel Service numbers and Authorization Codes. Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.
- 2.16.10 Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Arrival Communications may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- **2.16.11** For Customer's breach of contract for service between the Company and the Customer.
- **2.16.12** For periods of inactivity over sixty (60) days.

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2.17 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. A restoration fee of \$25.00 applies to Customers whose service is restored following disconnection by the Company.

2.18 Toll-Free Numbers

The following additional regulations apply to Inbound Long Distance Services when offered by the Company:

- 2.18.1 The Company will make every effort to reserve toll-free vanity numbers (e.g., 800, 888) on behalf of Customers, but makes no guarantee or warrantee that the requested toll-free number(s) will be available or assigned to the Customer requesting the number.
- 2.18.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll-free service to another carrier (e.g., "porting" of the toll-free number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.
- 2.18.3 Arrival Communications shall not be liable at all for the use, misuse, or abuse by third parties of a toll-free number assigned to a Customer or toll-free number service provided to a Customer, including, without limitation, use, misuse or abuse by the Customer's employees or members of the public who dial the Customer's toll-free number by mistake.

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2.19 Operator Services Requirements

The following rules and regulations apply to operator services provided by the Company.

- Company will not bill for incomplete calls where answer supervision is available. Company will not bill for incomplete calls and will remove any charges for incomplete calls upon (i) Customer notification or (ii) Company's knowledge.
- 2) The caller and billed party, if different from the caller, will be advised that Company is the operator service provider at the time of the initial contact.
- 3) Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- 4) Only tariffed rates approved by this Commission for Company shall appear on any local exchange telephone company (LEC) billings.
- 5) Company shall be listed on the LEC billing if the LEC has multi-company billing ability.
- 6) Company will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.
- 7) Company will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
- 8) Upon request, Company will transfer calls to other authorized interexchange companies or to the LEC, if billing can list the caller's actual origination point.
- 9) Company will not contract for operator services with traffic aggregators which block access to other companies.
- Where service is provided pursuant to contract between the Company and traffic aggregators, Company will assure that traffic aggregators post and display information including: (i) that Company is the operator service provider; (ii) detailed complaint procedures; and (iii) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange companies.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 General

- 3.1.1 Arrival Communications offers outbound direct dial (1+) and inbound toll-free (e.g., 800 or 888) number long distance services to its Customers. The Company's long distance service charges may vary based upon call duration, time of day rate period, mileage, call type, and or calling plan. Other services offered by the Company include, but are not limited to, directory assistance and travel card services. All Arrival Communications services are available 24 hours a day, seven days a week.
- 3.1.2 Access to the Company's outbound and inbound long distance services may be via Switched or Special Access. Outbound direct dial services are offered as Primary Carrier Service from locations served with equal access end offices.
- **3.1.3** Special Access Lines, if utilized, are provided and billed to the Customer by the Company or by another special access provider. Charges for Special Access Lines are determined by the special access provider.
- 3.1.4 The Company's Travel Card services are offered for use from any location from which the Customer can reach the Company's toll-free access number.
- 3.1.5 Switched voice services provided by the Company (e.g., outbound and inbound long distance, travel card, directory and operator services) are offered for use by Customer's of the Company's Digital Subscriber Line Service or other advanced data services which Arrival may offer from time to time. At the Company's discretion, service may also be offered to non-DSL or non-advanced data customers.

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

3.2 Timing of Calls

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

- 3.2.1 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.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.
- 3.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Arrival Communications will reasonably issue credit for the call.

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3.3 **Rate Periods**

Unless otherwise specified in this tariff, the following rate periods apply to all services 3.3.1 subject to time of day discounts:

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

^{*} Up to but not including.

3.3.2 **Holiday Rates**

For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

3.3.3 When the connection is established in one rate period and ends in another, the rate for each rate period applies to the portion of the call occurring within that rate period. In the event that an initial or incremental period of use is split between two rate periods, the rate in effect at the start of that period applies.

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

3.4 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 originating location 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. The following steps describe the procedure for calculating milage distances:

- Step 1 Obtain the "V" and "H" coordinates for the wire centers serving the originating and terminating locations.
- Step 2 Obtain the difference between the "V" coordinates. Obtain the Difference between the "H" coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
- 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 SERVICES, (CONT'D)

3.6 Outbound Long Distance Service

Arrival Communications' Outbound Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Intrastate service is sold in conjunction with interstate and international service.

Calls are placed via Switched Access origination from Customer local exchange access lines presubscribed to the Arrival Communications network or that of its underlying carrier. The Customer is responsible for obtaining suitable access from its local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer.

3.7 Inbound Long Distance Service

Arrival Communications' Inbound Long Distance Service is an toll-free number (e.g., 800, 888) service available for Customer use twenty-four (24) hours a day, seven (7) days a week. Intrastate service is sold in conjunction with interstate service.

Calls are received via Switched Access termination to Customer local exchange access lines. The Customer is responsible for obtaining suitable access from its local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer.

3.8 Travel Card Service

Arrival Communications' Travel Card Service is offered to Customers of Arrival Communications Outbound or Inbound Long Distance Services or as a stand alone service. Travel Card Service allows Customers to place without operator assistance from locations other than their normal place of business or residence. Service is offered 24 hours a day, seven days a week to all valid terminating locations. Intrastate service is sold in conjunction with interstate and international service.

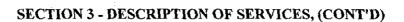
Access to Arrival Communications' Travel Service is via a toll-free number dialed by the Customer. The Customer must input a valid Authorization Code in addition to the destination number with area code in order to place a call.

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3.9 Directory Assistance

Directory Assistance is available to Customers of Arrival Communications long distance services. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. One request may be made on each call to Directory Assistance. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. The Directory Assistance charge applies to each call, regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

3.10 Operator Services

Long Distance Operator Services may be provided to Customers presubscribed to the Company's Outbound Long Distance Services either by Arrival Communications or by the Company's underlying carrier. Services provided by an underlying carrier will be at rates and charges listed in that carrier's tariff. Service descriptions and rates for operator services provided by the Company are contained in this tariff.

Arrival Communications' Operator Services allow Customers or Authorized Users to obtain assistance in placing or billing long distance calls. Customers must dial "0" or other access number or code provided by the Company in order to reach a live or automated operator for assistance.

Charges for Operator Services vary based on billing method and type of call. Customer's may bill the charges for a call to a the originating line, Calling Card, Commercial Credit Card, Collect to the called party, or to a Third Party. For calls made using a Calling Card or Commercial Credit Card as payment, acceptance of the card will be dependent upon the Company's ability to bill to the card and verify the card as valid. The Company reserves the right to verify acceptance of charges prior to billing Collect or to a Third Party telephone number.

3.10.1 Types of Operator Assisted Calls

Customer Dialed Calling/Credit Card Call charge applies in addition to usage charges for station to station calls billed to an authorized calling card or commercial credit card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.

Operator Dialed Calling/Credit Card Call charge applies in addition to usage charges for station to station calls billed to an authorized calling card or commercial credit card and the operator dials the destination telephone number at the request of the Customer.

Operator Station charges apply in addition to usage charges for non-person-to-person calls placed using the assistance of a Company operator and billed to the originating line, collect, to a third party, by deposit of coins in pay telephones, or via some method other than a calling card or commercial credit card.

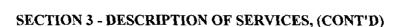
Person-to-Person rates apply in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a calling card, commercial credit card, collect, by deposit of coins in pay telephones, or to a third party. Charges do not apply unless the specified party or an acceptable substitute is available.

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3.10 Operator Services (Continued)

3.10.2 Available Billing Arrangements

- A. Bill to Line is a billing arrangement whereby the originating caller may bill the charges for a call to the Company-provided local exchange line from which the call is placed. The terms and conditions of the Company apply to payment arrangements.
- B. Calling Card is a billing arrangement whereby the originating caller may bill the charges for a call to an approved local exchange carrier issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.
- C. Collect Billing A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.
- D. Third Party Billing A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

3.10.3 Operator Dialed Surcharge

This charge applies to Operator Station and Person-to-Person calls for which the caller has the ability to dial the called number, but chooses instead to have the Company operator perform the dialing. This charge is in addition to usage charges and applicable operator service charges.

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3.11 Digital Subscriber Line Service

The Company provides Digital Subscriber Line (DSL) services for data transport at various transmission speeds. Customer's may utilize the Company's DSL service for interconnecting one or more premises or for accessing value-added services including the internet or other online service applications. Service is subject to the availability of facilities and equipment serving the Customer's location(s).

Customers must obtain a DSL Channel for each connection required. DSL Channels connect the Customer's location with a Company's data switching equipment. At the Customer's option and where facilities permit, DSL Channels may be provided as 1) data-only facilities or 2) over the same local exchange facility used by the Customer for Company-provided voice services.

Where connection is made to value-added services including the internet or other online service through the Company's services, the Customer will be responsible for usage or other charges assessed by the internet or online service provider.

Utilization of the Company's DSL Service requires specialized customer premises equipment ("CPE"). Such CPE may be obtained from the Company on a non-regulated basis or from a third party. It is the responsibility of the Customer to obtain the necessary CPE prior to use of service.

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SECTION 4 - RATES AND CHARGES

4.1 Outbound Long Distance Service

4.1.1 Rate Plan 1

MONTHLY RECURRING CHARGES:

Not Applicable

USAGE CHARGES:

For billing purposes, call timing is rounded up to the next full minute increment following a minimum initial period of one (1) minute.

Per Minute Rate

\$0.20

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4.2 Inbound Long Distance Service

4.2.1 Rate Plan 1

MONTHLY RECURRING CHARGES:

Per Toll-Free Number

\$10.00

USAGE CHARGES:

For billing purposes, call timing is rounded up to the next full minute increment following a minimum initial period of one (1) minute.

Per Minute Rate

\$0.25

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SECTION 4 - RATES AND CHARGES, (CONT'D)

4.3 Travel Card Service

4.3.1 Rate Plan 1

MONTHLY RECURRING CHARGES:

Not Applicable

PER CALL SERVICE CHARGES:

\$0.50 Per Call

USAGE CHARGES:

For billing purposes, call timing is rounded up to the next full minute increment following a minimum initial period of one (1) minute.

Per Minute Rate

\$0.30

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4.4 Directory Assistance

Per Directory Assistance Call

\$1.00

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4.5 Operator Services

4.5.1 Rates for Operator Assisted Services

Per minute usage charges for operator services are equal to the per minute rates for the Outbound Long Distance Service rate plan subscribed to by the Customer.

4.5.2 Per Call Surcharges

Customer Dialed Calling Card	\$1.75
Operator Dialed Calling Card	\$3.95
Operator Station	
Billed to Line	\$2.95
Collect	\$2.95
Third Party	\$2.95
Person to Person	
All Billing Methods	\$6.75
Operator Dialed Surcharge	\$1.55

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4.6 Digital Subscriber Line Service

Rates and charges for Digital Subscriber Line (DSL) service and DSL channels will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing services and will be made available to Customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

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5.1 General

From time to time, the Company may, 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. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations. All promotions are subject to the prior approval of the Commission.

Arrival Communications may, upon Commission approval, offer Customers specific rate incentives during specified promotional periods. The Company will provide written notice to the Commission at least 7 days prior to the commencement of a promotional program specifying the terms of the promotion, the specific services offered, and the beginning and ending dates of the promotional period. Promotional periods will be limited to 90 days in length.

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