
Title Sheet

AXCES ACQUISITION, INC.

TARIFF NO. 1

This tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Axces Acquisition, Inc. ("Axces") with principal offices at 2500 Wilcrest, 3rd Floor, Houston, Texas 77042. This tariff is on file with the Missouri Public Service Commission, and the copies may be inspected during normal business hours at the Company's principal place of business. The customer service number is 1-800-256-0554.

Axces Acquisition, Inc. is a "competitive telecommunications company" as defined by case no. TO-88-142.

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WAIVERS

The following Rules and Regulations have been waived for purposes of offering network services as set forth herein.

Statutes

- 392.270 - valuation of property (ratemaking)
- 392.280 - depreciation accounts
- 392.290 - issuance of securities
- 392.310 - stock and debt issuance
- 392.320 - stock dividend payment
- 392.330 - issuance of securities, debt and notes
- 392.340 - reorganization(s)

Commission Rules

- 4 CSR 240-10.020 -depreciation fund income
- 4 CSR 240-30.010 (2) (C) -rate schedules
- 4 CSR 240-32.030 (1) (B) -exchange boundary maps
- 4 CSR 240-32.030 (1) (C) -record keeping
- 4 CSR 240-32.030 (2) -in state record keeping
- 4 CSR 240-32.050 (3) -local office record keeping
- 4 CSR 240-32.050 (4) -telephone directories
- 4 CSR 240-32.050 (5) -call intercept
- 4 CSR 240-32.050 (6) -telephone number changes
- 4 CSR 240-32.070 (4) -public coin telephone
- 4 CSR 240-33.030 -minimum charges rule

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SYMBOLS

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

D - Delete or Discontinue

I - Change Resulting In An Increase to A Customer's Bill

M - Moved From Another Tariff Location

N - New

R - Change Resulting In A Reduction to A Customer's Bill

T - Change In Text or Regulation But No Change In Rate
or Charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Pages 34 and 35 would be 34.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 34 cancels the 3rd revised Sheet 34. Because of deferrals, notice periods, etc., the most current sheet number on file with the Commission is not always the tariff sheet in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2.
2.1
2.1.1
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Access Line - A dedicated transmission path which connects a customer location to the carrier's terminal location or switching center.

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorization Code - A numerical code, one or more of which are assigned to a customer to enable Reseller to identify use of service on his account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to customer to identify individual users or groups of users on his account.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Automatic Dialing Device - A device provided by the carrier which, when attached to customer's telephone equipment, dials the carrier's facilities, emits an authorization code, and forwards the number which the customer is calling to the carrier's facilities.

Bandwidth - The total frequency band allocated for a channel.

Calling Card Call - A call billed to a card no. issued by a Local Exchange Company.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, in part or in whole, prior to its completion. Cancellation charges will be assessed for each circuit-end or dedicated access line cancelled from an order prior to completion by Carrier under the following circumstances: (1) if the LEC has confirmed in writing to Carrier that the circuit-end or dedicated access line will be installed; or (2) if Carrier has already submitted facilities orders to an interconnecting telephone company.

Carrier/Company -Axces Acquisition, Inc. ("Axces"), unless otherwise specified or clearly indicated by the context.

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1.1 Definitions (continued)

Channel or Circuit - A dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in the Tariff and selected by a Customer.

Completed Calls - Completed calls, as defined herein, are answered calls on the distance end. Appropriate one minute credits will be issued for incomplete calls billed when brought to the company's attention by the customer. These one minute credits do not apply to calls terminating in an answering device. Calls terminating in an answering device are determined by calls initiated by Axces to the distance end party verifying whether the distant end called is an answering device.

Custom Account Coding - Allows the customer to create tables of unique project and/or account numbers for their private use.

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

Customer Provided Equipment - Terminal equipment, as defined herein, provided by a customer.

Day Rate Period - The hours of 8 a.m. up to, but not including, 5 p.m. Monday through Friday, except on Carrier recognized holidays.

Dedicated Port - A port on Reseller's switching facility which is dedicated, at extra charge, to customer's exclusive use, and which is connected to customer's premises by a private line furnished by customer or customer's serving local exchange company.

Dial Access Service - Pursuant to Dial Access Service carrier provides its customers access to the available network of cities via a local business telephone line provided by carrier or a Specialized Common Carrier from whom carrier has acquired service.

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1.1 Definitions (continued)

Directory Assistance - Directory Assistance Service consists of supplying listed phone numbers to persons who call the Directory Assistance Bureau. Directory Assistance personnel cannot complete calls to requested telephone numbers.

Disconnection - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Evening Rate Period - The hours of 5 p.m. up to, but not including 11 p.m. Sunday through Friday.

Excessive Call Attempt - A customer attempt to make a call over the Carrier's network using an invalid authorization code during a measured 15 minute period within which 10 or more incomplete call attempts are made by the customer from the same customer line, and where those attempts do not complete because the customer has not used a valid authorization code.

Expedite Service - A service order initiated at the request of the customer that is processed in a time period shorter than Carrier's standard service interval.

Holidays - Axces' recognized holidays are:

New Year's Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day

Local Distribution Area (LDA) - Metropolitan locations served Axces which have been defined by the telephone company providing local service in its local exchange tariff as "local calling area."

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

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1.1 Definitions (continued)

Night/Weekend Rate Period - The hours of 11 p.m. up to, but not including 8 a.m. every day; from 8 a.m. up to, but not including 11 p.m. on Saturday; and from 8 a.m. up to, but not including 5 p.m. on Sunday.

Normal Business Hours - Normal business hours are the times between 8:00 a.m. and 5:00 p.m., Monday through Friday excluding holidays.

Physical Change - The modification of an existing circuit, dedicated access line or port, at the request of the customer, requiring some physical change or retermination.

Point-of-Presence (POP) - A Carrier-designated location where a facility is maintained for the purpose of providing access to its service.

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business as well as space at the customer's place(s) of business.

Service Group - A group of dedicated lines from a customer's premises to Axces terminal location. Usage per service group determined by average usage per line in a service group times the average number of lines in a service group in a month.

Special Promotional Offerings - Special trial offerings, discounts or modifications of its regular service offering which the Company may, from time to time, offer to its Customers for a particular service. Such offerings may be limited to certain dates, times and/or locations and must be approved by the Commission prior to implementation.

Speed Number - A signaling arrangement by which a customer may elect to dial a pre-programmed four digit number in place of a designated ten digit number.

Subscriber - The person, firm, partnership, corporation or other entity who owns, leases or manages the pay telephone, PBX or other switch vehicle from which an End User places a call utilizing the services of the Company.

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1.1 Definitions (continued)

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

United States - The forty-eight contiguous United States and the District of Columbia.

Validated Account Codes - Account Codes that have restricted access.

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1.2 Abbreviations

Axces - Axces Acquisition, Inc.

LATA - Local Access Transport Area

LDA - Local Distribution Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NSF - Non-Sufficient Funds

OSP - Operator Service Provider

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

WATS - Wide Area Telephone Service

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Axces

Axces provides long distance message toll telephone service to customers for the direct transmission of voice, data, and other types of telecommunications. The service is provided to multiple users.

Communications originate when the customer accesses Axces directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Axces 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 Axces network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis unless otherwise stated in this tariff, and are available 24 hours per day, seven days per week.

2.2 Limitations on Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2 Axces reserves the right to provide services only to and from locations where the necessary facilities or equipment are available.
- 2.2.3 Axces reserves the right to discontinue furnishing service upon written notice, 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.
- 2.2.4 Title to all equipment provided by Axces under these regulations remains with Axces. Axces' prior written permission is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized and regulated common carrier. This provisions does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.3.1 Minimum Service Period

The minimum period for service is one month (30 days), unless otherwise noted in the service description.

2.4 General Limitation of Liability of Axces

2.4.1 Axces shall not be liable to any person, firm or entity in any respect whatsoever including, without limitation, for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits of any kind or nature whatsoever, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, including those which may be caused by Regulatory or Judicial authorities, arising out of or relating to this tariff or the obligations of Axces pursuant to this tariff, and not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occur. Axces makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties are hereby excluded and disclaimed.

Axces shall have no liability of any kind to any person, firm or entity for any act or omission of itself or its agents or any other representatives excepting and only as follows:

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2.4 General Limitation of Liability of Axces (continued)

Axces, at its own expense, will indemnify the customer and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Axces or its agents or representatives arising out of performance by Axces of any testing or other activities on the customer's premises pursuant to this tariff. Axces' obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Axces.

2.4.2 Axces shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
- B. All other claims arising out of any act or omission by the customer in connection with any service provided by Axces.

2.4.3 Axces shall not be liable for, and the customer indemnifies and holds Axces harmless from, any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any party or persons, for a personal injury to, or death of, any person or persons, and for any loss, damage, defacement, or destruction of the premises of the customer or any other property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use that is not the direct result of the carrier's negligence. No agents or employees or other carriers shall be deemed to be agents or employees of Axces.

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2.4 General Limitation of Liability of Axces (continued)

2.4.4 With respect to the routing of calls by Carrier to public safety answering points or municipal Emergency Service providers, Carrier's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of Carrier's action, or failure to act in routing the call, or (b) the sum of \$1,000.00 whichever is less.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Axces' testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth in Section 2.4 of this tariff. It shall be the obligation of the customer to notify Axces of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to Carrier's terminal.

2.6 Reserved For Future Use

2.7 Responsibility of the Customer

2.7.1 All customers assume general responsibilities in connection with the provisions and use of Axces' service. When facilities, equipment, and/or communication systems provided by others are connected to Axces' facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Axces and complying with all of Axces' regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.

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2.7 Responsibility of the Customer (Continued)

- B. When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- C. The customer must pay Axces for the replacement or repair of Axces' equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user.
 - 2. Improper use of service.
 - 3. Any use of equipment or service provided by others.
- D. After receipt of payment for the damages, Axces will cooperate with the customer in prosecuting a claim against any third party causing damage.

2.7.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Axces shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 (Reserved for Future Use)

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2.7.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Axces.

- A. Credit allowances for failure of service or equipment starts when customer notifies Axces of failure or when Axces becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Axces of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
 - 1. Interruptions of service resulting from Axces performing routine maintenance;
 - 2. Interruptions of service for implementation of a customer order for a change in the service;
 - 3. Interruption caused by the negligence of the customer or his authorized user;
 - 4. Interruptions of service because of the failure of service or equipment due to customer or authorized user provided facilities.
 - 5. Interruptions of service caused by an Act of God and any other force majeure event.

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2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to customer's use and then cancels his order before the service begins or before a completion of the minimum period mutually agreed upon by customer and Axces, a charge will be made to customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of customer by Axces and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by customer.

2.7.6 Payment and Charges for Services

Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until disconnected by customer in writing.

A. Payment of Charges

Payment will be due upon receipt of the statement and shall be considered past due or delinquent after being thirty days past the due date. Interest at the greater of 1.5% per month on commercial accounts or the highest rate allowed by law will accrue on any unpaid amount commencing on the sixteenth day after the due date.

1. Customer is responsible for payment of all charges for service furnished to customer. The initial billing may consist of 1 months estimated usage billed in advance. Thereafter, charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and non-recurring charges for services ordered will be billed monthly in advance.

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2.7.6 Payment and Charges for Services

A. Payment of Charges (continued)

2. Service may be denied or discontinued for non-payment of amounts due Axces, past the due date. Restoration of service will be subject to all applicable installation charges. Disconnection may not occur before thirty (30) days from invoice. Axces will give five (5) days written notice before disconnection occurs. Restoration of service will be subject to all applicable installation charges.
3. All state and local taxes (i.e. gross receipts tax, sales tax, and municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.7.7 Application of Charges

The charges for service are those in effect for the period that service is furnished.

2.8 Responsibility of Carrier

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for each hour or major fraction thereof that an interruption continues beyond two hours.

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2.8.1 Calculation of Credit Allowance (Continued)

- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues.

2.8.2 Cancellation of Credit

Where Axces cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.8.3 Disconnection of Service by Axces

Axces, upon five (5) days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to Axces for service for more than 30 days beyond date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

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2.8.4 Fractional Charges

Charges for a fractional part of a month (following a full month) are calculated by counting the number of days remaining in the billing period after service is furnished or discontinued beginning with the day after service was furnished or discontinued. Divide the number of days by thirty days and multiply the resultant fraction by the monthly charge.

2.8.5 Uncompleted Call

There shall be no charge to the caller for any uncompleted calls.

- 1) Carrier will not knowingly bill for uncompleted calls.
- 2) Carrier will provide full credit for any call of one minute or less upon being informed by a customer that the call was not completed.
- 3) An uncompleted call includes, but shall not be limited to:
 - A. calls terminating to an intercept recording, line intercept operator or a busy tone; or
 - B. calls that do not answer.
- 4) An uncompleted call does not include calls using busy line interrupt, line status verification or directory assistance services.

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3.4 Terminal Equipment

Axces' service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. The customer is responsible for all costs at his premises, including customer personnel, wiring, electrical power, and the like incurred in his use of carrier's service.

3.4.1 When terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth within the telecommunications industry and shall not interfere with service furnished to other customers. Any necessary additional protective equipment shall be employed at the customer's expense.

3.4.2 The power of the signal which may be applied by the customer-provided equipment at the point of termination will be specified by the Carrier for each application, to be consistent with the signal power allowed on the telecommunications network.

To protect the telecommunications services from interference at frequencies which are above the band of service provided, the carrier will specify the acceptable signal power to be applied by the customer provided equipment or communications system at the point of termination to insure that the input to the facilities does not exceed acceptable limits.

3.4.3 The customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed and signal level for the intended use of the customer, and that the signals do not damage Axces' equipment, injure personnel or degrade service to other customers.

3.4.4 If the customer fails to maintain and operate his terminal equipment properly, Axces may require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, Axces may, upon written notice, terminate the customer's service.

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3.5 Calculation of Distance

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communication Research in their NPA-NXX V&H Coordinate Tape and AT&T Tariff.

Formula:
$$V \quad / \quad \frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services.

3.7 Special Services

For the purpose of this tariff, a Special Service is deemed to be any service requested by the customer for which there is no prescribed rate in this tariff. Special Services charges will be developed on an individual case basis and filed in this tariff. The service will be priced above cost and will be made available, upon request, to the Commission staff for review.

3.7.1 Specific Regulations

Special Service charges will be based on the estimated cost of furnishing such services including cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service request.

- A. If Axces obtains customer requested facilities not normally used to provide service, the cost incurred will be billed as a Special Service.

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3.7 Special Services

3.7.1 Specific Regulations (Continued)

- B. If Axces provides customer requested technical assistance not normally required, the costs involved will be billed as a Special Service.
- C. Where special signaling, conditioning, equipment, or other features are required to make customer-provided equipment compatible with Axces service, the cost of providing these features will be billed as a Special Service.

3.8 Description of Carrier Service

Axces will provide common shared access switched service, hereinafter referred to as Message Toll Service or MTS, outbound Wide Area Telephone Service (WATS), Inbound 800 Service, Directory Assistance. The customer's total monthly use of Axces' service is charged at the applicable rates per minute set forth herein and are based on the airline mileage between the points, where applicable, as determined by Calculation of Distance formula set forth herein. Axces will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

3.8.1 Message Toll Service (MTS)

MTS service is a measured use, full time service and is offered on a monthly basis, utilizing inter-city communications facilities shared among multiple users. The individual customer's basic monthly charges for the use of such inter-city communications facilities are based upon the time of day, the total minutes the customer utilizes such facilities or the distance of each call. For each call under the MTS option, the minimum charge shall be the applicable charge for one minute of use with use in excess of one minute during a call charged at the applicable rate per minute with the fraction, if any, of the last minute of each call rounded up to the next highest whole minute, unless stated otherwise.

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3.8.2 Wats Service

Axces WATS is a one-way outbound service requiring the customer to originate calls via a dedicated access facility between the customer's premises and Axces' terminal location and allowing the completion of calls via Axces' interexchange facilities and the facilities leased from other carriers. The dedicated access facility is provided by the Local Exchange Carrier. Axces will act as agent for the customer in the ordering and installation of such facilities.

3.8.3 800 Services

800 Service is the furnishing of dial-type intrastate telecommunications originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a Regular Business Line or a Special Access Line (SAL).

A. Availability of 800 Service

The furnishing of 800 Service under this tariff will require certain physical arrangements of the facilities of the local exchange carrier and is therefore subject to the availability of such facilities.

B. Use of the 800 Service

1. 800 service is provided for use by the customer and may be used by others when so authorized by the customer, provided that such usage is subject to the provisions of this tariff.
2. 800 service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes:
 - (a) The acceptance of an 800 service call in response to an uncompleted Message Telecommunications Service (MTS) call placed to send information and avoid the MTS charge.

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3.8.3 800 Services

B. Use of the 800 Service (continued)

- (b) The obtaining or attempting to obtain, or assisting another to obtain or to attempt to obtain 800 service through any fraudulent means with intent of avoiding payment of the regular charges for such service.

C. Provisioning Scope and Responsibility

800 service arrangements include account planning, testing, maintenance, billing service accuracy and customer inquiry responsibility. Local Exchange Carrier facilities are standard components of 800 service arrangements. 800 services include access lines provided and are billed as part of the service arrangements by the respective LEC. The company reserves the right to delay or defer service ordering and provisioning in locations where billing capability and facilities are not available to Axces and/or no customer demand exists.

D. Design Layout Requirements for 800 Service

Since 800 service access line facilities are provided and billed by the LECs as part of the company's 800 service arrangements, any customer or other carrier request for access line design parameter should be directed to the LEC as the access line facilities provider.

E. Limitation of 800 Service

800 service is furnished upon the condition that the subscriber contracts for adequate facilities to permit the use of this service without injurious effects upon it or any service rendered by the company. The company may terminate or refuse to furnish 800 service to any applicant, without incurring any liability, if the use of the service would interfere with or impair any service rendered by the company.

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3.8.3 Reservation of Numbers for 800 Services

Axces will accept a prospective 800 service customer's request for a particular 800 service telephone number (up to ten (10) in total), and will reserve such number(s) on a first come first serve basis. All requests for 800 service telephone number reservations must be made in writing, dated and signed by a responsible representative of the customer. Axces does not guarantee the reservation of number(s) until that number is assigned. The 800 services telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer, provided the customer subscribes to 800 service within 10 days of the reservation of said number and uses the service within an additional 90 day period. If the customer who has received a number does not subscribe to and use the service within the appropriate 10 and 90 day periods specified above, the company reserves the right to make the number available for use by another customer in accordance with the terms of the section.

3.8.4 Incoming 800 Service

Incoming 800 is a service that allows calls to be terminated on feature group facilities provided by the local exchange carrier network.

3.9 Travel Card Service

Travel Card Service is a special travel feature whereby a customer can access the network via an 800 number (provided by Carrier) from any touchtone phone, anywhere in the continental United States.

3.10 Directory Assistance

Carrier will not charge a fee for directory assistance rather, carrier will pass through, at its cost, the cost for providing directory assistance.

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SECTION 4 - RATES AND CHARGES**4.1 Rate Periods**

Day Rate Period - Hours of 8 a.m. up to, but not including, 5 p.m. Monday through Friday, except on Carrier recognized holidays.

Evening Rate Period - Hours of 5 p.m. up to, but not including, 11 p.m. Sunday through Friday.

Night and Weekend Rate Period - The hours of 11 p.m. up to, but not including 8 a.m. every day; from 8 a.m. up to, but not including 11 p.m. on Saturday; and from 8 a.m. up to, but not including and 5 p.m. on Sunday.

Holiday Rate Period - The Evening Rate Period will apply to calls made on Carrier recognized Holidays, provided, that calls made on a Holiday during the Night/Weekend Rate Period shall be billed at the lower of the Evening Rate and the Night/Weekend Rate.

Off-Peak Rate Period - Services using this rate structure consist of the hours from 5:00 p.m. up to, but not including 8:00 a.m. seven days a week, regardless of weekends or holidays.

Peak Rate Period - Services using this rate structure consist of the hours from 8:00 a.m. up to, but not including 5:00 p.m. seven days a week, regardless of weekends or holidays.

4.2 Usage Charges and Billing Increments**A. Usage Charges**

Unless flat rated, usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

B. Billing Increments

Depending on the product customer chooses usage is billed in increments of sixty (60) seconds.

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4.3 MTS Service Plans

A. Plan 912

1. Plan 912 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1349 flat (Day, Evening, Night). Based on call volume of \$10,000.
3. Billing: Plan 912 is billed in 60 second increments.

B. Plan 913

1. Plan 913 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1399 flat (Day, Evening, Night). Based on call volume of \$9,500 to \$9,999.
3. Billing: Plan 913 is billed in 60 second increments.

C. Plan 914

1. Plan 914 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1449 flat (Day, Evening, Night). Based on call volume of \$9,000 to \$9,499.
3. Billing: Plan 914 is billed in 60 second increments.

D. Plan 915

1. Plan 915 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1499 flat (Day, Evening, Night). Based on call volume of \$8,500 to \$8,999.
3. Billing: Plan 915 is billed in 60 second increments.

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E. Plan 916

1. Plan 916 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1520 flat (Day, Evening, Night). Based on call volume of \$8,000 to \$8,499.
3. Billing: Plan 916 is billed in 60 second increments.

F. Plan 9165

1. Plan 9165 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1549 flat (Day, Evening, Night). Based on call volume of \$7,500 to \$7,999.
3. Billing: Plan 9165 is billed in 60 second increments.

G. Plan 917

1. Plan 917 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1550 flat (Day, Evening, Night). Based on call volume of \$7,000 to \$7,499.
3. Billing: Plan 917 is billed in 60 second increments.

H. Plan 918

1. Plan 918 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1589 flat (Day, Evening, Night). Based on call volume of \$6,500 to \$6,999.
3. Billing: Plan 918 is billed in 60 second increments.

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I. Plan 919

1. Plan 919 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1599 flat (Day, Evening, Night). Based on call volume of \$6,000 to \$6,499.
3. Billing: Plan 919 is billed in 60 second increments.

J. Plan 920

1. Plan 920 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1649 flat (Day, Evening, Night). Based on call volume of \$5,500 to \$5,999.
3. Billing: Plan 920 is billed in 60 second increments.

K. Plan 921

1. Plan 921 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1699 flat (Day, Evening, Night). Based on call volume of \$5,000 to \$5,499.
3. Billing: Plan 921 is billed in 60 second increments.

L. Plan 922

1. Plan 922 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1749 flat (Day, Evening, Night). Based on call volume of \$4,500 to \$4,999.
3. Billing: Plan 922 is billed in 60 second increments.

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M. Plan 923

1. Plan 923 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1799 flat (Day, Evening, Night). Based on call volume of \$4,000 to \$4,499.
3. Billing: Plan 923 is billed in 60 second increments.

N. Plan 924

1. Plan 924 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1849 flat (Day, Evening, Night). Based on call volume of \$3,500 to \$3,999.
3. Billing: Plan 924 is billed in 60 second increments.

O. Plan 925

1. Plan 925 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1899 flat (Day, Evening, Night). Based on call volume of \$3,000 to \$3,499.
3. Billing: Plan 925 is billed in 60 second increments.

P. Plan 926A

1. Plan 926A is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1999 flat (Day, Evening, Night). Based on call volume of \$2,500 to \$2,999.
3. Billing: Plan 926A is billed in 60 second increments.

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Q. Plan 926B

1. Plan 926B is a month-to-month two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .2889 (Day)
.2389 (Evening)
.2189 (Night)
\$2.86 monthly fee
Based on call volume of \$2,000 to \$2,499.
3. Billing: Plan 926B is billed in 60 second increments.

R. Plan 927

1. Plan 927 is a month-to-month two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .2999 (Day)
.2489 (Evening)
.2289 (Night)
\$2.86 monthly fee
Based on call volume of \$1,500 to \$1,999.
3. Billing: Plan 927 is billed in 60 second increments.

S. Plan 928

1. Plan 928 is a month-to-month two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .2500 (Day)
.1990 (Evening)
.1990 (Night)
Based on call volume of \$1,000 to \$1,499.
3. Billing: Plan 928 is billed in 60 second increments.

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4.4 800 Service Plans

A. Plan 801

1. Plan 801 is a month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .1499 flat (Day, Evening, Night). Based on call volume of \$10,000.
3. Billing: Plan 801 is billed in 60 second increments.

B. Plan 802

1. Plan 802 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .1549 flat (Day, Evening, Night). Based on call volume of \$9,500 to \$9,999.
3. Billing: Plan 802 is billed in 60 second increments.

C. Plan 803

1. Plan 803 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .1599 flat (Day, Evening, Night). Based on call volume of \$9,000 to \$9,499.
3. Billing: Plan 803 is billed in 60 second increments.

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D. Plan 804

1. Plan 804 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .1649 flat (Day, Evening, Night). Based on call volume of \$8,500 to \$8,999.
3. Billing: Plan 804 is billed in 60 second increments.

E. Plan 805

1. Plan 805 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .1699 flat (Day, Evening, Night). Based on call volume of \$8,000 to \$8,499.
3. Billing: Plan 805 is billed in 60 second increments.

C. Plan 806

1. Plan 806 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .1749 flat (Day, Evening, Night). Based on call volume of \$7,500 to \$7,999.
3. Billing: Plan 806 is billed in 60 second increments.

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C. Plan 807

1. Plan 807 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .1799 flat (Day, Evening, Night). Based on call volume of \$7,000 to \$7,499.
3. Billing: Plan 807 is billed in 60 second increments.

D. Plan 808

1. Plan 808 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .1849 flat (Day, Evening, Night). Based on call volume of \$6,500 to \$6,999.
3. Billing: Plan 808 is billed in 60 second increments.

E. Plan 809

1. Plan 809 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .1899 flat (Day, Evening, Night). Based on call volume of \$6,000 to \$6,499.
3. Billing: Plan 809 is billed in 60 second increments.

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F. Plan 810

1. Plan 810 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .1949 flat (Day, Evening, Night). Based on call volume of \$5,500 to \$5,999.
3. Billing: Plan 810 is billed in 60 second increments.

G. Plan 811

1. Plan 811 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .1999 flat (Day, Evening, Night). Based on call volume of \$5,000 to \$5,499.
3. Billing: Plan 811 is billed in 60 second increments.

H. Plan 812

1. Plan 812 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .2099 flat (Day, Evening, Night). Based on call volume of \$4,500 to \$4,999.
3. Billing: Plan 812 is billed in 60 second increments.

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4.5 Travel Card Service Plans

A. Plan 701

1. Plan 701 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .2490 flat (Day, Evening, Night). Based on call volume of \$10,000.
3. Billing: Plan 701 is billed in 60 second increments.

B. Plan 702

1. Plan 702 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .2990 flat (Day, Evening, Night). Based on call volume of \$9,500 to \$9,999.
3. Billing: Plan 702 is billed in 60 second increments.

C. Plan 703

1. Plan 703 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .3049 flat (Day, Evening, Night). Based on call volume of \$9,000 to \$9,499.
3. Billing: Plan 703 is billed in 60 second increments.

D. Plan 704

1. Plan 704 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .3099 flat (Day, Evening, Night). Based on call volume of \$8,500 to 8,999.
3. Billing: Plan 704 is billed in 60 second increments.

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E. Plan 705

1. Plan 705 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .3149 flat (Day, Evening, Night). Based on call volume of \$8,000 to \$8,499.
3. Billing: Plan 705 is billed in 60 second increments.

F. Plan 706

1. Plan 706 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .3199 flat (Day, Evening, Night). Based on call volume of \$7,500 to \$7,999.
3. Billing: Plan 706 is billed in 60 second increments.

G. Plan 707

1. Plan 707 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .3249 flat (Day, Evening, Night). Based on call volume of \$7,000 to \$7,499.
3. Billing: Plan 707 is billed in 60 second increments.

H. Plan 708

1. Plan 708 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .3250 flat (Day, Evening, Night). Based on call volume of \$6,500 to \$6,999.
3. Billing: Plan 708 is billed in 60 second increments.

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4.3 MTS Service Plans (Continued)

II (a). Plan 040/940

1. Plan 040 is a month-to-month two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: \$0.2999 per minute (Day)
\$0.2689 (Evening)
\$0.02489 (Night)
\$6.95 monthly fee
\$0.10 per call
This rate plan is offered to residential customers with an interstate calling pattern utilizing less than \$15.00 per month.
3. Billing: Plan 040 is billed at an initial 30 second increment and 6 second increments thereafter.

II (b). Plan 041/941

1. Plan 041 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: \$0.2999 (Day)
\$0.2689 (Evening)
\$0.02489 (Night)
\$6.95 monthly fee
This rate plan is offered to residential customers with an interstate calling pattern utilizing more than \$15.00 per month.
3. Billing: Plan 041 is billed at an initial 30 second increment and 6 second increments thereafter.

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4.3 MTS Service Plans (continued)

II (c). Plan 042/942

1. Plan 042 is a month-to-month two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: \$0.2999 (Day)
\$0.2689 (Evening)
\$0.02489 (Night)
\$6.95 monthly fee
\$0.12 per call
This rate plan is offered to residential customers with an interstate calling pattern utilizing less than \$10.00 per month.
3. Billing: Plan 042 is billed at an initial 30 second increment and 6 second increments thereafter.

II (d). Plan NN

1. Plan NN is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: Intrastate calls \$0.15 per minute, flat*
*(Interstate rates may differ)
\$10.00 monthly service fee
This rate plan is offered to residential customers.
3. Billing: Plan NN is billed at an initial 30 second increment and 6 second increments thereafter.

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4.3 MTS Service Plans (Continued)

II (e). Plan OO

1. Plan OO is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: Intrastate calls \$0.15 per minute, flat*
*(Interstate rates may differ)
\$15.00 monthly service fee
This rate plan is offered to business customers.
3. Billing: Plan OO is billed at an initial 30 second increment and 6 second increments thereafter.

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I. Plan 709

1. Plan 709 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .3299 flat (Day, Evening, Night). Based on call volume of \$6,000 to \$6,499.
3. Billing: Plan 709 is billed in 60 second increments.

J. Plan 710

1. Plan 710 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .3349 flat (Day, Evening, Night). Based on call volume of \$5,500 to \$5,999.
3. Billing: Plan 710 is billed in 60 second increments.

K. Plan 711

1. Plan 711 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .3399 flat (Day, Evening, Night). Based on call volume of \$5,000 to \$5,499.
3. Billing: Plan 711 is billed in 60 second increments.

L. Plan 712

1. Plan 712 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .3449 flat (Day, Evening, Night). Based on call volume of \$4,500 to \$4,999.
3. Billing: Plan 712 is billed in 60 second increments.

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4.6 Special Promotions

Prior approval of the Commission will be received for any special promotions offered by carrier. In no event will reduced rates offered under a special promotion extend for more than 90 days in any 12 month period.

4.7 Directory Assistance

The Company does not currently provide Directory Assistance services.

4.8 Rates Applicable for Hearing/Speech Impaired Persons

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for all intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to one-half the normal charges applying to the call. Customers of the company utilizing TDDs shall so be noted by the company prior to billing.

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