

JAMES M. FISCHER, P.C.

ATTORNEY AT LAW
REGULATORY CONSULTANT

101 WEST McCARTY, SUITE 215
JEFFERSON CITY, MO 65101

TELEPHONE (573) 636-6758
FAX (573) 636-0383

September 1, 1999

FILED

SEP - 1 1999

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

Missouri Public
Service Commission

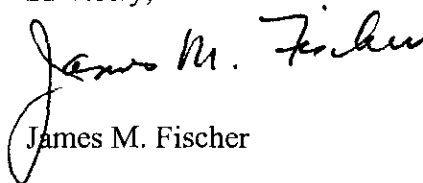
RE: *In re: The Application of AccessLine LD Services, Inc. for a Certificate of Service Authority to Provide Competitive Intrastate Interexchange Telecommunications Service*

Dear Mr. Roberts:

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

Thank you for your attention to this matter.

Sincerely,


James M. Fischer

/jr

Enclosures

cc: Office of the Public Counsel

0000191

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided within the State of Missouri by AccessLine LD Services, Inc. (hereinafter "Carrier") with principal offices at 11201 SE 8th Street, Suite 200, Bellevue, Washington 98004. This Tariff is on file with the Missouri Public Service Commission ("Commission"), and copies may be inspected, during normal business hours, at Carrier's principal place of business.

AccessLine LD Services, Inc.
is a "competitive" telecommunications company
under the Revised Statutes of Missouri

Issued: September 1, 1999

Effective: October 18, 1999

By:
E. Thaddeus Lewis, Vice President
AccessLine LD Services, Inc.
11201 SE 8th Street, Suite 200
Bellevue, Washington 98004

WAIVER OF RULES AND REGULATIONS

AccessLine LD Services, Inc. Is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived pursuant to Sections 392.361 and 392.420 RSMo.

STATUTES

| | |
|--------------------|--|
| Section 392.240(1) | Rates-reasonable average return on investment. |
| Section 392.270 | Property valuation. |
| Section 392.280 | Depreciation rates. |
| Section 392.290 | Issuance of stocks and bonds. |
| Section 392.310 | Issuance of stocks and bonds. |
| Section 392.320 | Issuance of stocks and bonds. |
| Section 392.330 | Issuance of stocks and bonds. |
| Section 392.340 | Reorganization. |

COMMISSION RULES

| | |
|--------------------------|--|
| 4 CSR 240 - 10.020 | Income on depreciation fund investments. |
| 4 CSR 240 - 30.010(2)(C) | Posting exchange rates at central offices. |
| 4 CSR 240 - 30.040 | Uniform System of Accounts. |
| 4 CSR 240 - 32.030(1)(B) | Exchange boundary maps. |
| 4 CSR 240 - 32.030(1)(C) | Record of access lines. |
| 4 CSR 240 - 32.030(2) | Records kept within the state. |
| 4 CSR 240 - 32.050(3-6) | Telephone directories. |
| 4 CSR 240 - 32.070 (4) | Coin telephones. |
| 4 CSR 240 - 33.030 | Inform customers of lowest price service. |
| 4 CSR 240 - 33.040(5) | Financing fee. |

Issued: September 1, 1999

Effective: October 18, 1999

By:
E. Thaddeus Lewis, Vice President
AccessLine LD Services, Inc.
11201 SE 8th Street, Suite 200
Bellevue, Washington 98004

TABLE OF CONTENTS

| | <u>Sheet</u> |
|--|--------------|
| Title Sheet | Title Page |
| Waiver of Rules and Regulations | 1 |
| Table of Contents | 2 |
| Tariff Format | 3 |
| Explanation of Symbols and Abbreviations | 4 |
| Section 1 - Definitions | 5 |
| Section 2 - Rules and Regulations | 6 |
| 2.1 - Undertaking of Carrier | 6 |
| 2.2 - Limitations of Service | 6 |
| 2.3 - Start of Billing | 6 |
| 2.4 - Timing of Calls | 7 |
| 2.5 - Calculation of Distance | 7 |
| 2.6 - Minimum Service Period | 7 |
| 2.7 - Responsibility of Customer | 8 |
| 2.8 - Taxes and Surcharges | 10 |
| 2.9 - Interconnection | 11 |
| 2.10 - Use of Service | 11 |
| 2.11 - Responsibility of Carrier | 11 |
| 2.12 - Interruption of Service | 12 |
| 2.13 - Restoration of Service | 14 |
| 2.14 - Liability of Carrier | 14 |
| Section 3 - Services and Rates | 16 |
| 3.1 - Intrastate Switched Telecommunications Service | 16 |
| 3.2 - Intrastate Dedicated Telecommunications Service | 16 |
| 3.3 - Calling Card Service | 17 |
| 3.4 - Directory Assistance Service | 17 |
| 3.5 - Toll Free Service | 18 |
| 3.6 - Special Pricing Arrangements - Individual Case Basis (ICB) | 18 |
| 3.7 - Promotions | 18 |

TARIFF FORMAT

Issued: September 1, 1999

Effective: October 18, 1999

By:
E. Thaddeus Lewis, Vice President
AccessLine LD Services, Inc.
11201 SE 8th Street, Suite 200
Bellevue, Washington 98004

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 sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. 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 third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page 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)

By:
E. Thaddeus Lewis, Vice President
AccessLine LD Services, Inc.
11201 SE 8th Street, Suite 200
Bellevue, Washington 98004

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

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

The following are abbreviations used in this tariff.

LATA - Local Access and Transport Area

By:
E. Thaddeus Lewis, Vice President
AccessLine LD Services, Inc.
11201 SE 8th Street, Suite 200
Bellevue, Washington 98004

SECTION 1 - DEFINITIONS

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

Carrier - AccessLine LD Services, Inc. ("Carrier"), unless the context indicates otherwise.

Commission - Missouri Public Service Commission, unless context indicates otherwise.

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

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

Holiday - Carrier specified holidays are New Year's Day, Martin Luther King's Birthday (federally observed), Presidents' Day, Memorial Day (federally observed), Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

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 Customer place of business.

Service or Services - The services covered by this Tariff shall include only the State of Missouri.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

Issued: September 1, 1999

Effective: October 18, 1999

By:
E. Thaddeus Lewis, Vice President
AccessLine LD Services, Inc.
11201 SE 8th Street, Suite 200
Bellevue, Washington 98004

SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF CARRIER

Carrier is a resale common carrier providing intrastate communications services to Customers for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the state.

2.2 LIMITATIONS OF SERVICE

2.2.1 Carrier offers service to all those who desire to purchase service from Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in Carrier's services shall file a service application with Carrier which fully satisfies Carrier and identifies the services required.

2.2.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.

2.2.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.

2.2.4 Title to all facilities provided by Carrier under these regulations remains with Carrier. Prior written permission from Carrier 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.

2.3 START OF BILLING

For billing purposes, the start of service is the day following acceptance by Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.7.3 of this Tariff.

2.4 TIMING OF CALLS

2.4.1 When Billing Charges Begin and Terminate for Phone Calls

Customer's long distance usage charge is based on the actual usage of Carrier's network. Usage begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as a usage of the network. A call is terminated when the calling or called party hangs up.

2.4.2 Billing Increments

Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is six seconds for a connected call. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

2.5 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.

Formula:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

2.6 MINIMUM SERVICE PERIOD

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

By:
E. Thaddeus Lewis, Vice President
AccessLine LD Services, Inc.
11201 SE 8th Street, Suite 200
Bellevue, Washington 98004

2.7 RESPONSIBILITY OF CUSTOMER

2.7.1 All Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, Customer must provide:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of Customer contact person(s).
- C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.

2.7.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier 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 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.

2.7 RESPONSIBILITY OF CUSTOMER (continued)

Issued: September 1, 1999

Effective: October 18, 1999

By:
E. Thaddeus Lewis, Vice President
AccessLine LD Services, Inc.
11201 SE 8th Street, Suite 200
Bellevue, Washington 98004

2.7.3 Cancellation by Customer (continued)

- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.7.4 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. All tariffed charges are billed in arrears on a monthly basis. Applicant provides customers with two invoicing options. Customer may choose to receive a monthly bill in the mail and remit payment for such services using a check or cash. Carrier includes its name and its toll-free telephone number, 877-880-0055, on all invoices. Alternatively, Customer may choose to pay for Carrier's services using a designated credit card account. In such instances, Carrier will post charges to Customer's credit card on the monthly anniversary of the date Customer signed up for service. Carrier provides customers paying via credit card access to an Internet account and on-line bill posting. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff.
- B. Payment under the first invoicing option will be due upon receipt of the monthly statement. Customer shall have at least twenty-one (21) days from the rendition of the bill to pay the charges stated. If payment is not received by Carrier within that time period, Customer's account will be considered delinquent. Additionally, a nonrecurring 1.5 percent per month penalty fee (unless a lower rate is prescribed by law in which event at the highest rate allowable by law) will accrue upon any unpaid amount commencing twenty-one (21) days after rendition of the bill.
- C. Customer is responsible for payment of all charges for service furnished to Customer, including, but not limited to all calls originated at Customer's number(s); received at Customer's number(s); billed to Customer's number(s) via third-party billing; incurred at the specific request of Customer; or placed using a calling card issued to Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.7 RESPONSIBILITY OF CUSTOMER (continued)

2.7.4 Payment and Charges for Service (continued)

Issued: September 1, 1999

Effective: October 18, 1999

By:
E. Thaddeus Lewis, Vice President
AccessLine LD Services, Inc.
11201 SE 8th Street, Suite 200
Bellevue, Washington 98004

-
- D. Service may be denied or discontinued at Carrier's discretion upon ten (10) days' written notice, for non-payment of amounts due to Carrier, past the delinquent date. Restoration of service will be subject to all applicable installation charges.
 - E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.
 - F. Customers of toll free (e.g., 800 or 888) services are responsible for payment for all calls placed to or via Customer's toll free service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of Customer's service by Customer-provided systems, equipment, facilities, or services interconnected to Customer's toll free service, or use, misuse, or abuse occasioned by third parties, including, without limitation, Customer's employees, other common carriers, or members of the public who dial Customer's toll free service number(s) by mistake. Carrier reserves the right to not switch Customer's toll free number(s) to another carrier until Customer has paid in full all amounts owed to Carrier for such toll free service.

2.7.5 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.7.6 Deposits

Carrier reserves the right to require a deposit or usage prepayment equal to one month's estimated charge and will administer such deposits and pay interest thereon at 9% interest on residential deposits.

2.7.7 Bad Check Charge

Carrier will bill Customer a one-time charge of \$20.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

By:
E. Thaddeus Lewis, Vice President
AccessLine LD Services, Inc.
11201 SE 8th Street, Suite 200
Bellevue, Washington 98004

2.8 TAXES AND SURCHARGES

Customer is responsible for the payment of all taxes and surcharges. State, federal, local taxes and surcharges (e.g., federal excise tax, gross receipts tax, sales tax, municipal utilities tax, universal service, dial around compensation and PICC surcharges) are listed as separate line items and are not included in the quoted rates. All charges and surcharges other than taxes and franchise fees must have prior Commission approval.

2.9 INTERCONNECTION

2.9.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at Customer's expense.

2.9.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided Terminal Equipment of communications systems with Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.10 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 Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between 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.

2.11 RESPONSIBILITY OF CARRIER**2.11.1 Fractional Charges**

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

By:
E. Thaddeus Lewis, Vice President
AccessLine LD Services, Inc.
11201 SE 8th Street, Suite 200
Bellevue, Washington 98004

2.11 RESPONSIBILITY OF CARRIER (continued)

2.11.2 Disconnection of Service by Carrier

Carrier may discontinue service or cancel an Application for Service without incurring any liability, provided suitable notice has been given to Customer as required, for any of the following reasons:

- A. After five days' written notice (excluding Sundays and legal Holidays), for non-payment of any sum due to Carrier for service for more than 30 days beyond the date of rendition of the bill for such service. Notice of disconnection shall be separate and apart from the regular monthly bill for service;
- B. After five days' written notice (excluding Sundays and legal Holidays), in the event of a violation of any regulation governing the service under this Tariff or of any provision of this Tariff or for failure of the Customer to otherwise fulfill his contractual obligations for service or facilities subject to regulation by the Commission;
- C. After five days' written notice, for failure to post a required deposit;
- D. After five days' written notice, in the event of a material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of Carrier constitutes fraud or abuse;
- E. After five days' written notice, upon Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service;
- F. Without notice, for tampering with Carrier's equipment, hazardous conditions, or customer use of equipment where it adversely affects Carrier's equipment or services;
- G. Without notice, upon any governmental prohibition, or required alteration of the services to be provided or in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
- H. In the event of fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision.

2.11.3 Credit With Cancellation of Service

Where Carrier cancels a service 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 after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2.12 INTERRUPTION OF SERVICE

Issued: September 1, 1999

Effective: October 18, 1999

By:
E. Thaddeus Lewis, Vice President
AccessLine LD Services, Inc.
11201 SE 8th Street, Suite 200
Bellevue, Washington 98004

Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by Customer and other carriers are subject to the general liability provisions set forth in Section 2.14 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.12.1 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.
- B. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify Carrier 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 Customer, or in wiring or equipment connected to the terminal.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 - 1. interruptions of service resulting from Carrier performing routine maintenance;
 - 2. interruptions of service for implementation of a Customer order for a change in the service;
 - 3. interruptions caused by negligence of Customer or his authorized user; or
 - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

2.12.2 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.12.1, 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. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.

2.12 INTERRUPTION OF SERVICE (continued)

2.12.2 Calculation of Credit Allowance (continued)

Issued: September 1, 1999

Effective: October 18, 1999

By:
E. Thaddeus Lewis, Vice President
AccessLine LD Services, Inc.
11201 SE 8th Street, Suite 200
Bellevue, Washington 98004

-
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by Customer, the invoice shall be considered correct and binding on Customer, unless extraordinary circumstances are demonstrated.
- E. The calculation of the credit allowance is as follows:

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

A = Outage time in hours

B = Total monthly charge for affected facility

2.13 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.14 LIABILITY OF CARRIER

- 2.14.1 The liability of Carrier for any claim of loss, expense, or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed an amount equivalent to the proportionate charge to Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days. In no event will Carrier be liable for any indirect, consequential, or special damages, or for any lost profits, even if advised of the possibility of the same.
- 2.14.2 Carrier shall not be liable for any claim of loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.

By:
E. Thaddeus Lewis, Vice President
AccessLine LD Services, Inc.
11201 SE 8th Street, Suite 200
Bellevue, Washington 98004

2.14 LIABILITY OF CARRIER (continued)

2.14.3 Carrier shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:

- A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Carrier under this Tariff;
- B. connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems;
- C. any act of omission by Customer; or
- D. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Carrier, if not caused by gross negligence of Carrier.

2.14.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.

2.14.5 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

By:
E. Thaddeus Lewis, Vice President
AccessLine LD Services, Inc.
11201 SE 8th Street, Suite 200
Bellevue, Washington 98004

SECTION 3 - SERVICES AND RATES

3.1 INTRASTATE SWITCHED TELECOMMUNICATIONS SERVICE

3.1.1 Description of Service

Switched Telecommunications Service is available to subscribers of Carrier's enhanced service and consists of the furnishing of switched message telecommunications service. Service is available twenty-four (24) hours a day, seven days a week. Switched Telecommunications Service is provided only where facilities and billing capabilities permit.

3.1.2 Switched Telecommunications Service Usage Rates

The following are the usage charges which apply to Carrier's Switched Telecommunications Service. Term and volume discounts may apply. Calls are billed in six-second increments with a thirty-second minimum. Billing will be rounded to the nearest penny for each call.

Per Minute Charge: \$0.10

3.2 TOLL FREE SERVICE

3.2.1 Description of Service

Toll Free Service is a usage-based service, available to subscribers of Carrier's enhanced service, where calls are dialed with a specific prefix (e.g., 800 or 888) and paid for by the subscriber of the service rather than the calling party. Customer is responsible for all charges for use of Carrier's network arising from calls placed to Customer's toll free number. Toll Free Service is provided only where facilities and billing capabilities permit.

3.2.2 Toll Free Usage Rates

The following are the usage charges which apply to Carrier's Toll Free Service. Calls are billed in six-second increments with a thirty-second minimum. Billing will be rounded to the nearest penny for each call.

Per Minute Charge: \$0.10

3.3 PROMOTIONS

Carrier may, from time to time, engage in national and/or intrastate promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of Carrier services. These offerings may be limited to certain services, dates, times of day and/or locations determined by Carrier. National offerings, the terms of which are set forth in the applicable interstate tariffs governing such programs, may include without limitations, discounts, redeemable points, or cash rewards to Customers. To the extent that these programs extend to intrastate services, the terms of these national offerings are incorporated by reference, herein. All promotions require prior Commission approval. Carrier will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion, specifying the terms of the promotion, and the location and dates of the promotion.

Issued: September 1, 1999

Effective: October 18, 1999

By:
E. Thaddeus Lewis, Vice President
AccessLine LD Services, Inc.
11201 SE 8th Street, Suite 200
Bellevue, Washington 98004