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Monica R. Borne
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December 27, 1999

Via Overnight Delivery

Ms. Nila Hagermeyer
Records Manager
Missouri Public Service Commission
301 West High Street, Suite 530
Jefferson City, MO 65101

FILED

DEC 28 1999

Missouri Public
Service Commission

RE: NewSouth Communications Corp.

TA-2000-389

Dear Ms. Hagermeyer:

Per your telephone request, I have enclosed an original and five (5) copies of the Company's tariff which has been revised to reflect new issued and effective dates.

If you should have any questions regarding this submission, please do not hesitate to call.

Sincerely,



Monica R. Borne

Enclosure

200000593

mb

Interexchange Service

TITLE SHEET

MISSOURI TELECOMMUNICATIONS TARIFF NO. 1
OF
NEWSOUTH COMMUNICATIONS CORP.

130 Industrial Drive
Greenville, South Carolina 29607
Phone: 1-888-627-5080 (Customer Service)

This tariff contains the description, regulations, and rates applicable to the furnishing of telecommunications services provided by NewSouth Communications Corp. within the State of Missouri. This tariff is on file with the Missouri Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business.

COMPETITIVE CLASSIFICATION

NewSouth Communications Corp. has been granted competitive status as defined by the Commission in 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

- 392.240(1) - ratemaking
- 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 240-30.040 - Uniform System of Accounts
- 4 CSR 240-32.030(1)(B) - exchange boundary maps
- 4 CSR 240-32.030(1)(C) - record keeping
- 4 CSR 240-32.030(2) - in-state record keeping
- 4 CSR 240-32.050(3) - local office record keeping
- 4 CSR 240-32.050(4) - telephone directories
- 4 CSR 240-32.050(5) - call intercept
- 4 CSR 240-32.050(6) - telephone number changes
- 4 CSR 240-32.070(4) - public coin telephone
- 4 CSR 240-33.030 - minimum charges rule
- 4 CSR 240-33.040(5) - financing fees

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EXPLANATION OF SYMBOLS

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

- D - To Signify Deleted or Discontinued Material
- I - To Signify A Rate Increase
- M - To Signify Text Moved From Another Tariff Location
- N - To Signify New Material
- R - To Signify A Rate Reduction
- T - To Signify 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 page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Page 14 cancels 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric 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)

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions:

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.

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

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - NewSouth Communications Corp., unless specifically stated otherwise.

Company - NewSouth Communications Corp., also referred to as "Carrier."

Completed Calls - Completed calls are calls answered on the distance end. In the event a customer is charged for an incomplete call, the Company will issue a one minute credit to the customer upon request.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. through 4:59 p.m., Monday through Friday.

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1.1 Definitions (continued)

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Evening Rate Period - 5:00 p.m. through 10:59 p.m., Sunday through Friday.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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).

Message - A completed telephone call by a customer or user.

Night/Weekend Rate Period - 11:00 p.m. through 7:59 a.m., every day; 8:00 a.m. through 10:59 p.m. Saturday; and 8:00 a.m. through 4:59 p.m. Sunday.

Normal Business Hours - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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1.2 Abbreviations:

IXC - Interexchange Carrier

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

V&H - Vertical and Horizontal

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Carrier

Carrier provides long distance message toll telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

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

The Company's services are provided on a monthly basis and are available twenty-four (24) hours per day, seven (7) days per week. The minimum service period is one month (30 days).

2.2 Limitations on Service

- 2.2.1 Carrier reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available.
- 2.2.2 Carrier 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.
- 2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees.

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2.3 Use of Service

Service may not be used for any unlawful purposes.

2.4 Carrier Liability

2.4.1 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission or defect in any service, facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control. In any event, the Company's liability to a customer is limited to the charges for services rendered to the customer.

2.4.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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2.4 Carrier Liability (continued)

- 2.4.3 Carrier 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, all of which warranties by Carrier are hereby excluded and disclaimed.
- 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.4.5 Carrier shall be indemnified and held harmless by the customer against:
- A. Claims for libel, slander, infringement of 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 Company's facilities;
 - B. All other claims arising out of any act or omission of the Customer in connection with any service provided by Carrier.
 - C. In no event shall the Company be liable to customer for any general, indirect, special, incidental, consequential or punitive loss or damage of any kind, or character including lost profits (whether or not the company has been advised of the possibility of such loss or damage), by reason of any act or omission in the Company's performance under this agreement.
- 2.4.6 No agent, independent contractor, or employee of any other carrier shall be deemed to be an agent, independent contractor or employee of the Company.
- 2.4.7 The Company is not liable for interruptions in service caused by customer's failure to notify Company prior to any change.

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2.5 Interruption of Service

2.5.1 Credit allowances for the interruption of service which is not due to the Company's testing or adjusting, 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 liability provisions set forth herein. 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. 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 the Company's facilities.

2.5.2 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.6 Restoration of Service

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

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2.7 Responsibility of the 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 communication systems provided by others are connected to Carrier's 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 Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- 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 Carrier for the replacement or repair of Carrier's 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, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

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2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment 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 Credit Allowance for Failure of Service

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 Carrier.

- A. Credit allowances for failure of service or equipment starts when the 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 the customer.
- B. 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 Carrier performing routine maintenance;
 - 2. Interruptions for implementation of customer order or change in service;
 - 3. Interruption caused by the negligence of the customer or his authorized user;
 - 4. Interruptions of service due to failure of customer provided service or equipment.

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2.7.4 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier. 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 the customer.

2.7.5 Payment of Charges for Services

- A. Service is provided and billed on a monthly basis.
- B. Payment is considered timely if paid within 21 days from the date the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid. Payment will be considered past due if not received by the Company within 30 days from the date it is rendered, and will become subject to a late payment penalty.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with company complaint procedures.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month and will be billed monthly in arrears.

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2.7.5 Payment of Charges for Services (continued)

- E. Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.
- F. Account payments not received within thirty (30) days from the date the bill was rendered will be charge a late payment charge one and one-half percent (1.5%).
- G. If the Company receives a check from a customer which is returned from the bank due to insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or for any other reason, the Company shall apply a service charge as set forth in the rate section of this tariff. The charge shall be applied to the customer's monthly billing, in addition to any other charges which may apply under this tariff. Payment rendered by check, which is subsequently dishonored, shall not constitute payment until such time as repayment is made by valid means.

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2.7.6 Deposits

- A. An applicant whose credit has not been duly established may be required to make a deposit to be held as guarantee of payment of charges. Existing customers may be required to submit or increase a deposit under those circumstances prescribed by and in accordance with Commission rules.
- B. The amount of the deposit shall not exceed the estimated charges for two months' service.
- C. All deposits will be held by the Company.
- D. Deposits will be returned:
 - 1.) When an application for service has been canceled prior to establishment of service. The deposit will be applied to amounts owed to the Company and the excess portion returned;
 - 2.) After one (1) year of satisfactory payment history by the customer;
 - 3.) Upon discontinuance of service. The Company will refund the Customer's deposit or the balance in excess of unpaid bills.
- E. The fact that a deposit has been made in no way relieves the Customer from complying with regulations regarding prompt payment of bills.
- F. Interest of 9% shall be paid on any deposit held by the Company.

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2.7.7 Taxes

All state and local taxes (i.e. sales tax and municipal tax) are listed as separate line items and are not included in the quoted rates.

2.7.8 Application of Charges

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

2.8 Carrier Responsibility

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth herein, 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. 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 beyond two hours.
- C. Carrier will try its best to resolve any disputes properly brought to its attention. Unresolved disputes may be directed to the attention of the Missouri Public Service Commission.

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2.8 Responsibility of Carrier

2.8.2 Cancellation Credit

Where Carrier 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 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days of the month remaining in the billing period before service was discontinued. That number is divided by thirty and the resultant fraction is multiplied by the monthly charge to arrive at the fractional monthly charge.

2.8.4 Customer Complaint Procedure

- A. Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached via the following toll free telephone number: 1-888-627-5080.
- B. Any unresolved disputes may be directed to the attention of the Missouri Public Service Commission.
- C. In the event of a dispute concerning an invoice, the customer must pay the amount of the undisputed portion of the bill in accordance with timely payment requirements and notify the Company of the disputed portion.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up."

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is available for use by the customer. The end of service date is the last day or any portion of the last day for which service was provided by Carrier.

3.3 Interconnection

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 limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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3.4 Terminal Equipment

Carrier's 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 will be furnished and maintained at the expense of the providing customer. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

3.5 Calculation of Distance

Usage charges for all intrastate calls are based on flat rates and are not mileage sensitive.

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 generally accepted within the telecommunications industry.

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

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of not less than 99% (number of calls completed/number of calls attempted) during peak use periods for Feature Group D (1+) services.

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3.7 Service Offerings

The company provides the following services:

3.7.1 Message Toll Service (MTS)

Long distance dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network.

3.7.2 Inbound 800/888 Service

- A. Inbound 800/888 Service is an inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound 800/888 services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.
- B. Carrier will accept a prospective customer's request for up to ten 800/888 numbers and will reserve such number(s) on a first come first serve basis. All requests for 800/888 number reservations must be made in writing, dated and signed by a representative of the customer. Carrier does not guarantee availability of number(s). Requested number(s), if available, will be reserved for and furnished to the eligible customer.
- C. If a customer receives an 800/888 number and does not subscribe to Inbound 800/888 service in 90 days, the company may assign the number to another customer.

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3.7.3 Travel Card Service

Allows subscribers who are away from home or office to place calls by gaining access to the network via a toll free access number and a personal identification code issued by the Company.

3.7.4 Directory Assistance

The provision of listed telephone numbers to requesting customers.

3.7.5 Operator Service

The Company does not provide Operator Service to subscribers.

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SECTION 4 - RATES AND CHARGES

4.1. Usage Charges and Billing Increments

4.1.1 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.

4.1.2 Billing Increments

Usage is billed in accordance with the billing increments set forth in the individual product rate sections of this tariff. All partial usage will be rounded up to the next highest applicable billing increment.

4.1.3 Rounding

All calls are rounded to the next highest billing interval. Any partial cents per call will be rounded up to the next highest whole cent.

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4.2 On-net Domestic Long Distance Rates

<u>Commitment Level *</u>	<u>1 Yr. Term Rate Per Minute</u>	<u>2 Year Term Rate Per Minute</u>	<u>3 Year Term Rate Per Minute</u>
\$1,000	\$0.079/minute	\$0.076/minute	\$0.073/minute
\$2,000	\$0.076/minute	\$0.073/minute	\$0.070/minute
\$4,000	\$0.073/minute	\$0.070/minute	\$0.067/minute
\$7,000 +	\$0.070/minute	\$0.067/minute	\$0.064/minute

* Commitment level incorporates the customers' usage of the Company's local exchange and interexchange services.

Billing Increments: 18 second initial, 6 second increments thereafter.

4.3 Phone Card Rates

<u>Term Commitment</u>	<u>Rate Per Minute</u>
1 Year Term	\$0.220/minute
2 Year Term	\$0.210/minute
3 Year Term	\$0.200/minute

Billing Increments: 30 second initial, 6 second increments thereafter.

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4.4 Directory Assistance

\$0.85 per call.

4.5 Late Payment Penalty

Account payments not received within thirty (30) days from the date the bill was rendered will be charge a late payment charge one and one-half percent (1.5%).

4.6 Dishonored Check Charge

All customers issuing dishonored check(s) will be charged a fee of \$20.00 per check.

4.7 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance marketing of services. These promotional offerings will be subject to Commission approval prior to implementation.

4.8 Pay Telephone (Payphone) Surcharge

A \$0.24 surcharge shall be assessed for each call made from a pay telephone to an 800 number or using a travel card and dialing the carrier prefix in the form 101XXXX. Although collected on the customer's bill, this charge is reimbursed to pay telephone service provider.

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