

January 7, 2000
Via Overnight Delivery

JAN 1 0 2000

210 N. Park Ave. Winter Park, FL 32789 Mr. Dale Roberts, Executive Secretary Missouri Public Service Commission 301 West High

Harry S. Truman State Office Building

Missouri Public Service Commission

TO-2000-411

P.O. Drawer 200 Winter Park, FL 32790-0200

Re:

Name Change from NYNEX Long Distance Company d/b/a Bell Atlantic Long Distance to NYNEX Long Distance Company d/b/a Bell Atlantic

Business Services

Jefferson City, MO 65102

Tel: 407-740-8575 Fax: 407-740-0613

tmi@tminc.com

Dear Mr. Roberts:

Enclosed for filing are the original and fourteen (14) copies of a replacement Tariff No. 1 filed on behalf of NYNEX Long Distance Company d/b/a Bell Atlantic Business Services formerly known as NYNEX Long Distance Company d/b/a Bell Atlantic Long Distance. This filing completely replaces the tariff currently on file.

This replacement tariff reflects implementation of a new fictitious name. Attached is a copy of the registration of the new name with the Missouri Secretary of State. The Company respectfully requests an effective date of February 10, 2000. The Company will have no customers by that date and therefore no customer notice is applicable.

We respectfully request that the Commission's records be updated to reflect the new name and that a copy of this letter be placed in the Company's Commission files.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it in the self-addressed, stamped envelope enclosed for this purpose.

Questions regarding this filing may be directed to my attention at (407) 740-8575.

Sincerely,

Connie Wightman

Consultant

CW/ig.

Enclosures

cc:

John Broten, NLD

File:

NLD - Missouri

TMS: MOI0001

200000621

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DEC 14 1999 17:32 FR BELL ATL. CORP. GDV. 212 302 6320 TO 17

State of Missouri



Rebecca McDowell Cook, Secretary of State Corporation Division

Registration of Fictitious Name

(Submit in duplicate with a filing fee of \$7)

This information is for the use of the public and gives no protection to the name. There is no provision in this Chapter to keep another company or corporation from adopting and using the same name. (RSMo 417)

We, the undersigned, are doing business under the following name, and at the following address:

Name to be registered:	Bell Atlantic Business Services		
Missouri Business Address: (F. O. Boxes not secepted)	1372 Broadway, 8th Floor		
City, State, and Zip Code:	New York, N.Y. 10018	_	

The parties having an interest in the business, and the percentage they own are (if corporation is owner, indicate corporation) name and percentage owned). If all parties are jointly and severally liable, percentage of ownership need not be listed:

Name of Owners, Individual or Corporate	Street and Number	City	State and Zip Code	Percentage of ownership must equal 100%
NYNEX Long Distance Company	1372 Broadway, 3+ Fieer	New York	N.Y. 100	18 100 %
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Return to: Secretary of State Corporation Division P.O. Box 778 Jefferson City, Mo. 65102

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ent By: BELL ATLANTIC LONG DISTANCE: DEC 14 1999 17:32 FR BE

CORP. GDV. 212 302 8320 TO 17

For Veronica Gralha

State of New York

SS.

County of New York

Jance 1. A Notary Public, do hereby certify that on the day of November, 1999, personally appeared before me Veronica Gralha, and first being sworn to me, acknowledged that she signed as her own free act and deed the forgoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

(Notarial Seal)

No. 4718931

My commission expires

Patner County Estificate Filed is Westchaster C

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

Original Page No. 1

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

This tariff contains the regulations, rates and charges applicable to the provision of interexchange telecommunications services by NYNEX Long Distance Company d/b/a Bell Atlantic Long Distance within the State of Missouri, subject to the jurisdiction of the Missouri Public Service Commission ("Commission"). This tariff is on file with the Commission, and copies may be inspected, during normal business hours, at the offices of NYNEX Long Distance Company d/b/a Bell Atlantic Business Services, located at 1320 N. Courthouse Road, 9th Floor, Arlington, Virginia 22201.

NYNEX Long Distance Company d/b/a Bell Atlantic Long Distance operates as a competitive telecommunications company, as defined by Case No. TO-88-142, within the State of Missouri.

Issued: January 10, 2000 Effective: February 10, 2000

John Broten, Director - Regulatory 1320 N. Courthouse Road, 9th Floor Arlington, Virginia 22201

WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-94-266, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

STATUTES

Section 392.240(1)	Ratemaking
Section 392-270	Valuation of property (ratemaking)
Section 392-280	Depreciation accounts
Section 392-290	Issuance of securities
Section 392-310	Stock and debt issuance
Section 392-320	Stock dividend payment
Section 392-330	Issuance of securities, debt and notes
Section 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 240-30.060(5)(B-O)	Records re: ratemaking
4 CSR 242-32.030(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 telephones
4 CSR 240-33.030	Minimum charges rule

Issued: January 10, 2000 Effective: February 10, 2000

John Broten, Director - Regulatory 1320 N. Courthouse Road, 9th Floor Arlington, Virginia 22201

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NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

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Issued: January 10, 2000

TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- **B.** Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2 2.1 2.1.1 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)

D. Check Sheets - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

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EXPLANATION OF SYMBOLS

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

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

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Access Line - A facility arrangement which connects Customer's location to the underlying carrier's network switching center.

Accounting Code - A series of digits entered by Customer to associate a call with a particular department, cost center, or client. An unvalidated Accounting Code shall be accepted if it contains the proper number of digits. A validated Accounting Code shall only be accepted if it can be matched with a number on the list of valid Accounting Codes provided by Customer.

Authorization Code - A numerical code, one or more of which are available to Customer to enable it to access Carrier's Service, and which are used by Carrier both to prevent unauthorized access to its Service and to identify Customer for billing purposes. Multiple authorization codes may be assigned to identify individual users on the account.

Busy Line Verification Call - An operator-assisted call in which Customer requests operator assistance to determine whether or not there is an ongoing conversation at the called number.

Calling Card Call - An operator-assisted or automated call in which Customer places an intrastate call and requests that the charges for the call be billed to an authorization code rather than to the originating or terminating telephone number.

Carrier - NYNEX Long Distance Company, d/b/a Bell Atlantic Business Services.

Carrier Identification Code (CIC) - A unique three (3) or four (4) digit code assigned to a carrier and used to identify that carrier to the Local Exchange Carrier and for placing calls on a non-presubscribed basis. Carrier's CIC is "6953".

Collect Call - An operator-assisted intrastate call in which all usage sensitive charges and per call charges for the call are assessed against the called party rather than the calling party.

Commission - The Missouri Public Service Commission

Conversation Minutes - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when the calling party disconnects.

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)

Customer - The company, individual, or other entity which orders or uses Service and is therefore responsible for the payment of charges due and for compliance with Carrier's tariff.

Emergency Interruption Call - An operator-assisted intrastate call in which Customer requests operator assistance to interrupt an ongoing conversation, regardless of whether or not the interruption is successful.

Holidays - Holidays recognized by Carrier include New Year's Day*, Martin Luther King Day, President's Day, Memorial Day, Independence Day*, Labor Day, Columbus Day, Veteran's Day*, Thanksgiving Day, and Christmas Day*. When any of the four asterisked (*) holidays falls on a Saturday or Sunday, the recognized holiday shall be observed on the preceding Friday or the following Monday, respectively.

Off-Peak - All hours other than those included in the Peak period, as indicated below.

Operator Assisted Call - An operator-assisted intrastate call the nature of which is not otherwise described by the specific definitions of operator-assisted calls provided herein.

Operator Dialed Call - An operator-assisted intrastate call in which Customer has the ability to dial all the digits necessary for call completion but instead accesses an operator and requests that the operator complete the call.

Peak - From 7:00 AM up to but not including 7:00 PM Monday through Friday, excluding recognized holidays as defined above.

Person-To-Person Call - An operator-assisted intrastate call in which the caller specifies the name of a particular person, department, extension, or other recognizable entity and in which the caller is not billed for that call unless the specific person or entity named is reached.

Point-Of-Presence (POP) - The actual (physical) location at which the network of the underlying carrier is accessed within the state or LATA.

Prepaid Calling Service - A prepaid intrastate telecommunications service which provides Customer with a toll free number and an authorization code and allows Customer to originate outbound direct dial intrastate long distance calls using Carrier's Service.

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)

Service - Any or all intrastate service(s) provided by Carrier pursuant to this tariff.

Third Number Billed Call - An operator-assisted intrastate call in which Customer requests that the charges for the call be billed to a telephone number other than the originating or terminating telephone number.

Issued: January 10, 2000

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Carrier

- **2.1.1** Service is furnished for intrastate telecommunications originating at specified points within the State of Missouri under the terms and conditions of this tariff.
- **2.1.2** Carrier shall operate and maintain Service provided hereunder in accordance with the terms and conditions set forth in this tariff.
- 2.1.3 Carrier neither owns nor operates telecommunications facilities within the State of Missouri, but rather resells intrastate telecommunications services provided by other carriers. Notwithstanding the foregoing, Customer shall be considered a customer of Carrier, and not a customer of any other carrier.
- 2.1.4 Carrier may, when authorized by Customer, act as Customer's agent for ordering dedicated Access Lines or facilities provided by other carriers to allow connection of Customer's locations to the network of an underlying carrier.
- 2.1.5 Service is provided on a monthly basis unless ordered on a longer term basis, and is available twenty-four (24) hours per day, seven (7) days per week.

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

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SECTION 2 - REGULATIONS

2.2 Limitations on Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities from the underlying carrier and subject to the provisions of this tariff.
- 2.2.2 Carrier reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by Customer.
- 2.2.3 Service provided under this tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of Service, except with the prior written consent of Carrier. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.2.4 Service may not be used for any unlawful purpose.
- 2.2.5 Carrier may require Customer to sign an application form furnished by Carrier and to establish credit as provided in this tariff, as a condition precedent to the initial establishment of Service. Carrier's acceptance of an order for Service to be provided to an applicant whose credit has not been duly established may be subject to the deposit provisions described in Section 2.9 of this tariff. Carrier may also require a signed authorization from Customer for additions to or changes in existing Service for such Customer. An application for Service canceled by the applicant or by Carrier prior to the establishment of Service is subject to the provisions of this tariff.

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

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SECTION 2 - REGULATIONS

2.3 Limitations on Liabilities

- 2.3.1 The liability of Carrier for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing Service and not caused by the negligence of the Customer commences upon activation of Service and in no event exceeds an amount equivalent to the charges the Carrier would make to the Customer for the period of Service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. Such liability does not include avoidable damage to Customer's premises.
- 2.3.2 Carrier shall not be liable for unlawful use, or use by any unauthorized person, of its Service, or for any claim arising out of a breach in the privacy or security of communications transmitted by Carrier.

SECTION 2 - REGULATIONS (Continued)

2.3 Limitations on Liabilities (Continued)

- 2.3.3 Except as specified in Section 2.3.1, Carrier shall not be liable for any failure of performance due to causes beyond its reasonable control, including but not limited to acts of God, fires, meteorological phenomena, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any law, order, regulation or other action of any governing authority or agency thereof. With respect to the Services, Carrier hereby expressly disclaims all warranties, express or implied, not stated in this tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 2.3.4 The Carrier shall not be liable for any act or omission of other carriers whose facilities may be utilized in establishing connections to points not reached by the Carrier's facilities. The Customer shall indemnify and save harmless the Carrier from any third party claims for such damages referred to in Section 2.3.1.
- 2.3.5 The Carrier is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from Customer's premises, and the placement of calls through Customer-provided equipment which are transmitted or carried on the Carrier's network. Customer is responsible for controlling access to, and use of, its own telecommunications facilities.

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

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SECTION 2 - REGULATIONS

2.4 Cancellation or Discontinuance of Service by Carrier

Without incurring any liability, Carrier may under the following conditions cancel Service prior to commencement. Carrier may also discontinue Service that is being furnished, provided that, unless otherwise stated, Customer shall be given fifteen (15) days written notice of such cancellation or discontinuance of Service.

- 2.4.1 For noncompliance with or violation of any applicable municipal, state or federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation, provided that lesser notice may be required by order of such regulatory authorities.
- **2.4.2** For Customer's refusal to provide reasonable access to Carrier or its agents for the purpose of inspection and maintenance of equipment owned by Carrier.
- **2.4.3** For noncompliance with any of the provisions of this tariff governing Service.
- **2.4.4** For nonpayment of any sum due Carrier for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- 2.4.5 Without notice, in the event of Customer's use of equipment in such a manner as to adversely affect Carrier's equipment or Service to others.
- 2.4.6 Without notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, Carrier may, before restoring Service, require Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to Carrier an amount reasonably estimated by Carrier as the loss in revenues to Carrier resulting from such unauthorized use plus claims lodged against Carrier by third parties.
- 2.4.7 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing Service to Customer.

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

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SECTION 2 - REGULATIONS (Continued)

2.5 Cancellation or Termination of Service by Customer

- **2.5.1** Customer may cancel Service by giving notice to Carrier up to the day Service is scheduled to commence.
- 2.5.2 If Customer orders Service which requires special construction or facilities for Customer's use, and then cancels its order before Service begins, a charge shall be made to Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer by Carrier.
- 2.5.3 Carrier shall have up to thirty (30) days to complete a disconnect. Customer shall be responsible for all charges for 30 days, or until the disconnect is effected, whichever is sooner. This 30-day period shall begin on the day of receipt of notice from Customer.

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

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SECTION 2 - REGULATIONS (Continued)

2.6 Contract Service Arrangements

Customer specific contract service arrangements may be furnished in lieu of existing tariff offerings.

- **2.6.1** Rates, charges, term, and additional regulations, if applicable, for the contract service arrangement shall be developed on an individual case basis.
- 2.6.2 Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in this tariff.

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

Original Page No. 16

SECTION 2 - REGULATIONS

2.7 Restoration of Service

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

2.8 Payment and Billing

- 2.8.1 For billing of fixed charges, Service is considered to be established upon the day which Carrier notifies Customer of installation and testing of Customer's Service. Fixed charges shall be billed monthly in advance and are due upon receipt. Customer shall be billed for all usage in arrears. Rate changes shall be effective on the effective date of the rate change.
- 2.8.2 Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, may be charged on any amount remaining unpaid after thirty (30) days from delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- 2.8.3 The security of Customer's Authorization Codes is the responsibility of Customer. All calls placed using Customer's Authorization Codes or using facilities owned or controlled by Customer shall be billed to Customer and must be paid by Customer.

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

Original Page No. 17

SECTION 2 - REGULATIONS (Continued)

2.8 Payment and Billing (Continued)

- 2.8.4 Carrier reserves the right to examine the credit record of an applicant or Customer. A Customer whose Service has been discontinued for non-payment of bills shall be required to pay any unpaid balance due to Carrier before Service is restored, and a deposit may be required.
- 2.8.5 Carrier shall make no refund of overpayments by Customer unless the claim for such overpayment, together with proper evidence, is submitted within two (2) years from the date of the alleged overpayment. In calculating refunds, any applicable discounts shall be adjusted based upon the actual monthly usage after all credits or adjustments have been applied.
- **2.8.6** A charge shall apply whenever any check or draft for payment of Service is not accepted by the institution on which it is written.

Issued: January 10, 2000

John Broten, Director - Regulatory 1320 N. Courthouse Road, 9th Floor Arlington, Virginia 22201

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

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SECTION 2 - REGULATIONS (Continued)

2.9 Deposits

- 2.9.1 Each applicant for Service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held. Carrier shall pay interest on deposits pursuant to applicable rules and regulations.
- **2.9.2** A deposit shall not exceed the estimated charges for two (2) month's Service plus installation, and shall be returned:
 - When an application for Service has been canceled prior to the establishment of Service. Such deposit shall be applied to any applicable charges, and the excess portion of the deposit shall be returned.
 - At the end of six (6) consecutive months of a satisfactory credit history.
 - Upon the discontinuance of Service. Carrier shall apply the Customer deposit against any outstanding balances due. If a credit balance exists, a refund shall be made to the Customer.

The fact that a deposit has been made in no way relieves Customer from complying with the regulations with respect to the prompt payment of bills on presentation.

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

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SECTION 2 - REGULATIONS (Continued)

2.10 Taxes

- 2.10.1 Service may be subject to state and/or local taxes at the prevailing rates, if such service originates and terminates in the State of Missouri. Such taxes are listed as separate line items on Customer's invoice, are not included in the rates and charges listed herein, and shall be paid by Customer in addition to the rates and charges stated in this tariff.
- 2.10.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from Carrier a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to Customers receiving Service within the territorial limits of such municipality, other political subdivision, or local agency of government.

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

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SECTION 2 - REGULATIONS

2.11 Terminal Equipment

Service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX or key telephone system. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.12 Interconnection

Service furnished by Carrier may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

NYNEX LONG DISTANCE COMPANY D/B/A BELL ATLANTIC BUSINESS SERVICES

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SECTION 2 - REGULATIONS (Continued)

2.13 Inspection, Testing and Adjustment

- 2.13.1 Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of Customer's or Carrier's equipment. Carrier may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- **2.13.2** Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Carrier.
- 2.13.3 Carrier shall not be liable to Customer for any damages for Service interruption pursuant to this Section. Customer shall not be entitled to any credit for interruption of Service pursuant to this Section when the interruption of Service is less than two (2) consecutive hours.

SECTION 2 - REGULATIONS (Continued)

2.14 Interruption of Service

- 2.14.1 It shall be the obligation of Customer to notify Carrier of any interruption of Service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer or is not in wiring or equipment connected to the terminal of Carrier. Carrier liability for service interruption is limited according to the provisions of Section 2.3 hereof.
- 2.14.2 When Service is interrupted for two (2) hours or more, credit is allowed on demand to Carrier, computed as set forth below, provided such interruption is not shown by Carrier to have been caused by the negligence or willful action of Customer, or any other person at the Customer's terminal location, or is not caused by the failure of Customer's equipment or power supply.
- 2.14.3 Credit is computed by multiplying the monthly rate for Service by the ratio that the number of hours in the period of interruption bears to 720 hours. For the purpose of this computation, each month shall be considered to have seven hundred twenty (720) hours. The credit shall be based upon the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges.
- 2.14.4 An interruption is measured from the time Carrier detects trouble or the Customer notifies Carrier of the interruption by an expeditious means, until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. No credit shall be given for an interruption of Service of less than two (2) hours. The credit for a billing period shall not exceed the monthly rate.

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SECTION 2 - REGULATIONS

2.15 Escalation and Problem Resolution

Customers who are not satisfied with Carrier's response to their inquiries or who have unresolved billing or collection problems may escalate those unresolved matters to the NYNEX Long Distance Company d/b/a Bell Atlantic Business Services - Escalation Office, at the following address:

NYNEX Long Distance Company d/b/a Bell Atlantic Business Services Escalation Office 1603 LBJ Freeway, Suite 300 - TXFBRB042A Dallas, Texas 75234

Telephone: (800) 785-5624 Facsimile: (800) 327-5182

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Availability of Service

Carrier offers resold intrastate long distance telecommunications service to any person or company within its service area who desires to be a Customer, subject to the terms and conditions of this tariff. Service is available twenty-four (24) hours per day, seven (7) days per week.

3.2 Timing of Calls

- **3.2.1** Usage sensitive charges are based on usage of Carrier's network. Such charges are measured in Conversation Minutes.
- 3.2.2 Chargeable time for Customer shall begin when the called party answers, as determined by hardware answer supervision provided by the telephone company. Chargeable time for a call shall end upon disconnection by the calling party.
- 3.2.3 The initial period (minimum call duration) for billing purposes may vary by service offering and is indicated in Section 4.2.
- 3.2.4 Usage for billing purposes is measured and partial billing increments are rounded to the next higher billing increment after the initial period. Billing increments, which may vary by service offering, are indicated in Section 4.2.
- 3.2.5 No charges apply for incomplete calls. If Customer believes it has been incorrectly billed for an incomplete call, Carrier shall, upon notification, investigate the circumstances of the call and issue a credit when appropriate.
- 3.2.6 If a Customer call encompasses portions of two distinct rate periods (e.g. the call begins during the peak rate period and ends during the off-peak rate period), the portions of the call occurring during each rate period will be individually rated according to the rates applicable to that rate period, and the charge for the call shall be the sum of the two individually rated components.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.3 Service Offerings

Applicable rate schedules for the following services are provided in Section 4 - Rates.

Carrier will not bill for incomplete calls where answer supervision is available. Carrier will not bill for incomplete calls and will remove any charges for incomplete calls upon (i) subscriber notification or (ii) Carrier's knowledge;

The caller, and billed party if different from caller, will be advised that Carrier is the operator service provider at the time of initial contact;

Rate quotes will be given upon request, at no charge, including all rate components and any additional charges;

Only tariffed rates approved by this Commission for Carrier shall appear on any local exchange company (LEC) billings;

Carrier shall be listed on the LEC billing if the LEC has multicarrier billing ability;

Carrier will employ reasonable calling card verification procedures, acceptable to the company issuing the calling card;

Carrier will route all 0- or 00-emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge;

Upon request, Carrier will transfer calls to other authorized interexchange carriers or to the LEC, if billing can list the caller's actual origination point;

Carrier will refuse operator services to traffic aggregators which block access to other carriers:

Carrier will assure that traffic aggregators will post and display information including: (1) that Carrier is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange carriers.

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SECTION 4 - RATES AND CHARGES

4.1 General

- **4.1.1** Conversation Minutes, reflecting usage sensitive charges resulting from the use of Service, are billed in varying increments, as indicated in Section 4.2 below.
- **4.1.2** Conversation Minutes for each service offering shall be billed on the basis of an initial period (minimum billing period) and an additional period that are specific to that service offering. These periods are defined in Section 4.2.
- 4.2 [Reserved For Future Use]

4.3 [Reserved For Future User

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SECTION 4 - RATES AND CHARGES (Continued)

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4.4 Other Service Charges

4.5 Employee Concessions

No employee concessions are offered under this tariff.

4.6 Special Promotions

Carrier may, from time to time, waive or vary the rates and charges associated with certain services for promotional, market research, or other similar purposes. In no case, shall the resulting rates and charges exceed the rates and charges listed in this tariff for the same services.

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