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December 10, 2004

**Via Overnight**

Mr. Dale Roberts  
Executive Secretary and Chief Regulatory Law Judge  
Missouri Public Service Commission  
Governor Office Building  
200 Madison Street, Suite 100  
Jefferson City, Missouri 65101

**RE: Name Change Notification and Replacement Tariffs  
Z-Tel Communications, Inc. to be known as Trinsic Communications, Inc.**

Dear Mr. Roberts:

Please accept this original letter and fourteen (14) copies as official notification that the name of the company Z-Tel Communications, Inc., will be changed to Trinsic Communications, Inc. effective January 1, 2005. Attached is the company's Amended Articles of Incorporation and Secretary of State evidence of the name change.

Attached are replacement tariffs. Per discussion with Bill Voight, the tariff numbering remains the same. The company requests an effective date of January 13, 2005.

No changes have been made to the tariffs, except to reflect the company's new name, and to sequentially number the pages. In addition the company updates the Issued By name in the tariff footer as the person currently listed is no longer with the company. Lastly, the company modifies the name of its services from "Z-Line" to "Trinsic" to reflect the product names under which the company will sell and bill.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided. Any questions you may have pertaining to this filing may be directed to me at (407) 740-8575 or via email at [mbyrnes@tminc.com](mailto:mbyrnes@tminc.com). Thank you for your assistance.

Sincerely,

Monique Byrnes,  
Consultant to Trinsic Communications, Inc.  
formerly known as Z-Tel Communications, Inc.

cc: Missouri Office of Public Counsel  
M. Reith - Z-Tel  
file: Z-Tel - MO Local  
tns: MOL0501

**FILED<sup>2</sup>**

DEC 13 2004

Missouri Public  
Service Commission

FROM : JEFF CITY FILING

PHONE NO. : 314 634 5159

Dec. 10 2004 09:12AM P2

# STATE OF MISSOURI



**Matt Blunt**  
Secretary of State

## AMENDED CERTIFICATE OF AUTHORITY OF A FOREIGN CORPORATION

WHEREAS,

*TRINSIC COMMUNICATIONS, INC.*  
F00455341

FORMERLY,

*Z-TEL COMMUNICATIONS, INC.*

incorporated under the laws of the State of Delaware and now in existence and in good standing in said State, and qualified to transact business in Missouri has delivered to me, duly authenticated evidence of an amendment to its Articles of Incorporation as provided by law, and has, in all respects, complied with the requirements of The General and Business Corporation Law of Missouri, governing Amendments to the Articles of Incorporation of Foreign Corporations, and in accordance therewith issue this Certificate of Amendment.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 7th day of December, 2004.

  
Secretary of State



**This tariff, Missouri Tariff No. 1 filed by Trinsic Communications, Inc., formerly known as Z-Tel Communications, Inc., cancels and replaces, in its entirety, the current tariff on file with the Commission, Missouri Tariff No. 1, issued by Z-Tel Communications, Inc.**

Title Sheet

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF  
OF  
TRINSIC COMMUNICATIONS, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by Trinsic Communications, Inc. ("Trinsic") within the State of Missouri. Trinsic operates as a competitive telecommunications company within the State of Missouri.

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ISSUED: December 13, 2004

EFFECTIVE: January 13, 2005

BY: Ron Walters, Regional Vice President  
Trinsic Communications, Inc.  
601 South Harbour Island Boulevard, Suite 220  
Tampa, Florida 33602

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**SYMBOLS**

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

- C** Changed regulation.
- 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.

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**TARIFF FORMAT**

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between 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 each sheet. These numbers are used to determine the most current sheet version on file with the PSCM. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the PSCM follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 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 PSCM, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the PSCM.

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**STATEMENT OF COMPETITIVE CARRIER STATUS**

Trinsic Communications, Inc. is classified as a competitive telecommunications company in the state of Missouri for which the following statutory and regulatory requirements are waived.

- |                                    |  |
|------------------------------------|--|
| 4 CSR 240-10.020                   | - Depreciation fund income   |
| 4 CSR 240-30.010(2)(C)             | - Posting of exchange rates at central operating offices                                   |
| 4 CSR 240-30.040                   | - Uniform system of accounts   |
| 4 CSR 240-32.030(1)(B) (C)         | - Exchange area maps and records of access lines   |
| 4 CSR 240-32.030(2)                | - In-state record keeping  |
| 4 CSR 240-32.050(3)<br>through (6) | - Information concerning local service tariffs,<br>maps, directories and telephone numbers |
| 4 CSR 240-32.070(4)                | - Coin telephones  |
| 4 CSR 240-33.030                   | - Minimum charge rule  |
| 4 CSR 240-33.040(5)                | - Finance fee  |
| 4 CSR 240-35                       | - By Pass  |
| Section 392.210.2                  | - System of Accounts   |
| 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 securities   |
| Section 392.300.2                  | - Stock ownership and sale   |
| Section 392.310                    | - Issuance of stocks and bonds   |
| Section 392.320                    | - Stock dividends  |
| Section 392.330                    | - Issuance of securities, debt and notes   |
| Section 392.340                    | - Reorganization   |

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Account** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

**Calling Card Call** - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.

**Carrier or Company** -Trinsic Communications, Inc., unless otherwise indicated by the context.

**Collect Billing Call** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

**Commercial Credit Card Call** - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.

**Commission** - Refers to the Missouri Public Service Commission.

**Company's Point of Presence** - Location of the serving central office associated with access to the Company's network.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Customer Dialed Calling Card Call** - A service whereby the End User dials all of the digits necessary to route and bill the call to a calling card.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D.**

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

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

**LATA** - Local Access and Transport Area.

**LEC** - Local Exchange Company.

**NECA** - National Exchange Carriers Association.

**Operator Dialed Surcharge** - A charge applying to calls made when the user dials "00" only or any valid company operator access code and requests that the operator dial the destination number.

**Operator Station Call** - A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D.**

**Person to Person Call** - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

**Personal Identification Number (PIN)** - PINs may be used in conjunction with shared 800 service to uniquely identify the terminating location for an incoming call. Upon dialing a shared 800 number, the caller enters the PIN number associated with the party they are trying to reach.

**Personal Identification Number (PIN)**- See Authorization Code.

**Subscriber** - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

**Switched Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

**Trinsic** - Refers to Trinsic Communications, Inc.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of Trinsic Communications, Inc.**

Trinsic's services and facilities are furnished for communications originating at specified points within the State of Missouri under terms of this tariff.

Trinsic installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this tariff. Trinsic 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 Trinsic network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are available twenty-four (24) hours per day, seven days (7) per week.

**2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** Trinsic reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.2 Limitations, Cont'd.**

- 2.2.4** All facilities provided under this tariff are directly or indirectly controlled by Trinsic and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5** 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, as well as all conditions of service.
- 2.2.6** Trinsic reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.
- 2.2.7** The Company does not process local emergency calls, "911" or operator calls. All calls of this nature will be processed by the presubscribed carrier of the telephone from where the call originates, which in all instances is not Trinsic.

**2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.4 Liabilities of the Company**

- 2.4.1** Trinsic's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2** 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.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by 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.
- 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.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.5 Deposits**

The Company does not collect deposits from its Customers.

**2.6 Advance Payments**

The Company does not collect advance payments from its Customers.

**2.7 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates for services paid for in arrears.

**2.8 Miscellaneous Rates and Charges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service. The Company will submit these changes to the Missouri Public Service Commission for prior approval.

**2.9 Interconnection**

Service furnished by Trinsic may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Trinsic's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.10 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

**2.11 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.12 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s) or incurred at the specific request of the Customer. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments within 30 days of bill issuance. The billing agency may be the Company, a local exchange telephone company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**2.13 Cancellation by Customer**

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.14 Refusal or Discontinuance by Company**

**2.14.1** Trinsic may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (15) days notice to comply with any rule or remedy any deficiency:

- A.** For failure of the Customer to pay a bill for service when it is due, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases.
- B.** For failure of the Customer to meet the Company's deposit and credit requirements.
- C.** For failure of the Customer to make proper application for service.
- D.** For Customer's violation of any of the Company's rules on file with the Commission, provided five (5) days' written notice is given before termination.
- E.** For failure of the Customer to provide the Company reasonable access to its equipment and property.
- F.** For Customer's breach of the contract for service between the Company and the Customer.
- G.** For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
- H.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.14 Refusal or Discontinuance by Company, Cont'd.**

**2.14.2** Trinsic may refuse or discontinue service without notice to the Customer for any of the following reasons:

- A.** In the event of tampering with the Company's equipment.
- B.** In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- C.** In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- D.** In the event of fraudulent use of the service.

**2.15 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company 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 within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.16 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.17 Tests, Pilots, Promotional Campaigns and Contests**

See Section 5 of this Tariff.

**2.18 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.19 Late Payment Charge**

A late fee of 1.5% per month will be charged on any past due balance. The late payment fee is not applicable to residential accounts. Payment required is within thirty (30) days subsequent to the invoice date and is considered past due after the thirty day period.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.20 Return Check Charge**

The Company reserves the right to assess a return check charge of \$25.00 whenever a check or other payment type is submitted by the Customer to the Company for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

**2.21 Other Rules**

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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**SECTION 3 -DESCRIPTION OF SERVICE**

**3.1 General**

Trinsic provides outbound and operator assisted calling services to its presubscribed customers and directory assistance services for communications originating and terminating within the State of Missouri under terms of this tariff. Intrastate service is offered as an add-on to interstate service.

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**SECTION 3 -DESCRIPTION OF SERVICE, CONT'D.**
**3.2 Calculation of Distance**

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

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1            Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2            Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3            Square the differences obtained in Step 2.
- Step 4            Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5            Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6            Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

**Formula:**

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**

**3.3 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

**3.3.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

**3.3.2** Chargeable time for all calls ends when one of the parties disconnects from the call.

**3.3.3** Minimum call duration and additional increments for billing are specified in the description of each service.

**3.3.4** There is no billing applied for incomplete calls.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**

**3.4 Rate Periods**

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

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

\* Up to, but not including

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**

**3.5 Member to Member Service**

Member to Member Service is available to all Trinsic Customers of services listed below. Member to Member allows Trinsic Customers to call other Trinsic Customers without incurring per call usage charges or depleting the bundled minutes call allowance. Calls under the Member to Member option must originate on and terminate to a telephone number presubscribed to a Trinsic Network Exchange Bundled Service. Customers are not required to identify Customers in their calling circle. Such identification will be handled by the Company's network.

Member to Member calling between Trinsic Customers applies to both intrastate and interstate calling. There is no limit to the number of minutes included in Member to Member.

Member to Member Service is available at no charge.

TrinsicPVA: Not Available

TrinsicLONG DISTANCE 500: Available at no charge. Included in the TrinsicLONG DISTANCE 500 offering

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D****3.6 Directory Assistance**

Directory Assistance is available to Customers of Trinsic. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**

**3.7 Trinsic Travel Card Service**

Customers subscribing to any Trinsic Home Edition Service will receive a Trinsic Travel Card for placing long distance calls while away from home. Calls originate via toll free access code dialing. Calls are billed in sixty (60) second increments with an initial period, for billing purposes, of sixty (60) seconds. There is no per call charge.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**

**3.8 Trinsic Business Plus Service**

For rates for the local portion of Trinsic Business Plus Service please see Trinsic's PSC MO Tariff No. 2.

**3.8.1 Trinsic Business Plus Toll Service**

Trinsic Business Plus Toll service is available only to Customers of Trinsic Business Plus Local Exchange Service. Calls are billed in six (6) second increments.

Rate Per Minute:	\$0.089
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**3.8.2 Trinsic Business Plus Toll Free Service**

Trinsic Business Plus Toll Free Service is available to Customers for incoming calls. Service is available only to Customers of Trinsic Business Plus Local Exchange Service. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute:	\$0.045
Monthly Recurring Charge Per toll free access line:	\$3.00
Toll Free Service Installation:	\$20.00 *
Vanity Toll Free Number Search:	\$9.99

\* The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D****3.8 Trinsic Business Plus Service, (Cont'd.)****3.8.3 Travel Card Service**

Trinsic Business Plus Travel Card Service is available to Trinsic Business Plus Local Exchange Service Customers who also purchase Trinsic Business Plus Toll Service. Calls may be made away from the Customer's business location and billed to the business account. Calls are billed in six (6) second increments.

Rate Per Minute: \$0.045

**3.8.4 Business Network Service**

Business Network Service is an optional service available to Trinsic Business Plus Customers for outbound calling from presubscribed lines. This service allows Trinsic Business Plus Customers presubscribed to Trinsic for long distance service to call other Trinsic Customers without depleting the call allowance for the plan the Customer has chosen. Call may be made to other Trinsic business Customers or to Trinsic residential Customers. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

Rate Per Minute: \$0.039

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D****3.9 Operator Assisted Service**

Trinsic's Operator Assisted Service is available for use by the Company's presubscribed customers. The Company's Operator Assisted Service allows the Customer to select from the special call handling or billing arrangements specified below. Call rates and applicable service charges will be assessed based on the call type (i.e., calling/credit card, collect, third party billed, or person-to-person). Rates are based on mileage, call duration and method of billing. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing method. Operator service charges are not discounted for time of day.

The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D****3.10 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D****3.11 Trinsic Center PVA (1)**

TrinsicCenter PVA allows residential customers to access the Company's Personal Voice Assistant (PVA) for call completion and enhanced services such as dialing assistance, contact lists, review of and delivery of emails, voice mail and Follow Me/Find Me, Notify Me and Fast Access service<sup>1</sup>. Access is via toll free number. Service is available 24 hours a day, 7 days a week. An interstate Monthly Recurring Charge applies to this service in addition to usage<sup>2</sup>. Customers may choose a per minute option or prepaid option as follows.

**3.11.1 Per Minute Option**

All calls made through this service will be billed in one (1) minute increments. An interstate Monthly Recurring Charge applies to this service in addition to usage.

**3.11.2 PVA Prepaid Option:**

Service includes 200 minutes of PVA platform time, which may be used for outbound calling as well as access to PVA features. Access is via toll free number. Service expires 90 days after activation. Customers will receive a voice interrupt message 1 minute prior to the end of the 200 minute allowance notifying them that their allowance is about to expire. The Customer will also be voice prompted when access their PVA with the number of minutes remaining. additional service is available through recharging in 100 minute increments. There is no limit to the number of recharges for this product. International calling is not available through this service.

**3.11.3 Special Edition Prepaid Option**

Service includes 500 minutes of inbound and outbound calling, as well as use of PVA features and expires 90 days after activation. Access is via personal 800 services. Customers will receive a voice interrupt message 1 minute prior to the end of the 500 minute call allowance notifying them that their minute allowance is about to expire. The Customer will also be voice prompted when accessing their PVA with the number of minutes remaining. Additional service is available through recharging in 100 minute increments. There is no limit to the number of recharges for this product. International calling is not available through this service.

<sup>1</sup> Voice mail, review and delivery of emails, Follow Me/Find Me, Notify Me and Fast Access services are not regulated by the Commission.

<sup>2</sup> Interstate services and rates are posted on the Company's website at [www.Trinsic.com](http://www.Trinsic.com).

(1) This service was formerly known as Z-LinePVA.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D****3.12 Trinsic LONG DISTANCE 500 Service: (1)**

Trinsic LONG DISTANCE 500 Service is a presubscribed service providing outbound calling for residential customers. The service also provides access to the Company's Personal Voice Assistant Service (PVA) for call completion and enhanced services such as dialing assistance, contact lists, review of and delivery of emails<sup>1</sup>. The service includes a monthly call allowance of combined intrastate and interstate toll calling of 500 minutes and Member to Member calling at no charge. Calls placed above the call allowance will be billed in one (1) minute increments rates. Customers are provided a toll free number for placing calls while away from home and the same rates and call allowance applies. An interstate Monthly Recurring Charge applies to this service in addition to usage<sup>2</sup>.

<sup>1</sup> Contact lists and review of delivery of emails not services regulated by the Commission.

<sup>2</sup> Interstate services and rates are posted on the Company's website at [www.Trinsic.com](http://www.Trinsic.com).

(1) This service was formerly known as Z-Line LONG DISTANCE 500 Service.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**

**3.13 Trinsic 800 Service (1)**

Trinsic 800 Service provides customers with a personal toll free telephone number with which to access the company's travel card platform and Personal Voice Assistant (PVA) enhanced services. Voice mail is included with this service<sup>1</sup> as are the enhanced features Find Me, Notify Me.<sup>1</sup>

This service may be purchased on a stand-alone basis without the purchase of any other Trinsic service. In addition, the service is available as an add-on to existing Trinsic Unlimited Service, TrinsicHOME Basic with PVA and TrinsicHOME Select with PVA services.

Customers will use their personal toll free number to access the Company's travel card and PVA platform. End users wishing to contact the Customer or leave a message for the customer may do so through the Trinsic 800 Service.

An interstate Monthly Recurring Charge applies to this service in addition to usage.

(1) This service was formerly known as Z-Line 800 Service.

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<sup>1</sup> Contact lists, review of and delivery of emails, VoiceMail, Find Me and Notify Me are not services or features regulated by the Commission.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D****3.14 Trinsic LONG DISTANCE Service (1)**

Trinsic LONG DISTANCE Service is a presubscribed service providing outbound calling for residential Customers. The service also provides access to the Company's Personal Voice Assistant Service (PVA) for call completion and enhanced services such as dialing assistance, contact lists, review of and delivery of emails as well as VoiceMail, Find Me and Notify Me functions.<sup>1</sup> Calls are billed in one (1) minute increments. Customers are provided a toll free number for placing calls while away from home, and the same rates apply. An interstate Monthly Recurring Charge applies to this service in addition to usage.

**3.15 Trinsic Business Long Distance with PVA**

Trinsic Business Long Distance with PVA is a presubscribed long distance service providing outbound calling for business Customers. The service also provides access to the Company's Personal Voice Assistant enhanced service platform for call completion and enhanced services such as dialing assistance, contact lists, voice mail, and review of and delivery of emails, as well as Find Me and Notify Me functions<sup>1</sup>

**3.16 Trinsic LONG DISTANCE Essential (2)**

Trinsic LONG DISTANCE Essential is a presubscribed service providing outbound calling for residential Customers. Calls are billed in one (1) minute increments. An interstate Monthly Recurring Charge applies to this service in addition to usage.

Customers may request an optional toll free number, which terminates at the Customer's telephone number, with a call allowance of 60 minutes of domestic inbound calling for an additional monthly recurring charge. Calls are billed in one (1) minute increments.

(1) This service was formerly known as Z-LineLONG DISTANCE Service.

(2) This service was formerly known as Z-LineLONG DISTANCE Essential Service.

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<sup>1</sup> Contact lists, review of and delivery of emails, VoiceMail, Find Me and Notify Me are not services or features regulated by the Commission.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D****3.17 Affinity Pricing Plan - Trinsic Discount Program**

The Trinsic Affinity Pricing Plan - Trinsic Discount Program offers discounts on specific Trinsic services to members of trade associations that represent business entities or individuals within an industry, professional or business classification; employees of business entities; members of organizations with affiliated franchisees, independent agents, independent distributors or business representatives; entities that are members of a buying group not organized only for the purpose of qualifying for the discounts provided herein; non-profit entities affiliated with non-profit chapters, agencies, administrative offices or organizations affiliated with charitable, religious, educational, scientific and literary organizations, or customers or members of commercial organizations or institutions, who have entered into an Affinity Marketing Agreement with the Company.

Customers will receive a 10% discount on the Monthly Recurring Charge for the following services: Trinsic LONG DISTANCE 500. The discount will remain in place as long as the employee, individual or member remains and employee, individual or member of the affinity group. All other terms and conditions of the above-mentioned tariffed services apply.

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**SECTION 4 - RATES**

**4.1 Member to Member Service**

Member to Member Service is available to all Trinsic Customers of services listed below.

Trinsic Center PVA:	Not Available
Trinsic LONG DISTANCE 500:	Available at no charge. Included in the Trinsic LONG DISTANCE 500 offering

**4.2 Directory Assistance**

Up to two requests may be made on each call to Directory Assistance.

	<b>Residential</b>	<b>Business</b>
Per Call Rate:	\$1.25	\$0.95

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**SECTION 4 - RATES, CONT'D.**

**4.3 Trinsic Travel Card Service**

Calls are billed in sixty (60) second increments with an initial period, for billing purposes, of sixty (60) seconds. There is no per call charge.

Rate Per Minute: \$0.20

**4.4 Trinsic Center PVA**

All calls made through this service will be billed in one (1) minute increments. An interstate Monthly Recurring Charge applies to this service in addition to usage.

**4.4.1 Per Minute Option**

Rate Per Minute: \$0.069

**4.4.2 PVA Prepaid Option**

Service Price: \$9.95  
 Recharge for each 100 minutes \$9.95  
 PVA DA access is charged at 5 minutes of usage per instance  
 Payphone Surcharge is charged at 5 minutes of usage per instance

**4.4.3 Special Edition Prepaid Option**

Service Price: \$19.95  
 Recharge for each 100 minutes \$9.95  
 PVA DA access is charged at 5 minutes of usage per instance  
 Payphone Surcharge is charged at 5 minutes of usage per instance

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**SECTION 4 - RATES, CONT'D.**

**4.5 Trinsic LONG DISTANCE 500 Service:**

Calls placed above the call allowance will be billed in one (1) minute increments rates. Customers are provided a toll free number for placing calls while away from home and the same rates and call allowance applies. An interstate Monthly Recurring Charge applies to this service in addition to usage.

Call Allowance:	500 minutes
Direct dial rate per minute above call allowance	\$0.076
PVA rate per minute above call allowance:	\$0.049

**4.6 Trinsic Business Long Distance with PVA**

Calls are billed in six (6) second increments. Customers are provided a toll free number for placing calls while away from the office, and the same rates apply.

Rate Per Minute:	\$0.089
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**SECTION 4 - RATES, CONT'D.**

**4.7 Operator Assisted Service**

**A. Usage Rates**

Usage for Long Distance Operator Service calls will be billed at the rate in effect for the presubscribed service purchased by the Customer.

**B. Per Call Service Charges**

	<u>Rate per call</u>
Calling Card	
Non-Automated	\$1.15
Semi-Automated	\$0.70
Fully-Automated	\$0.35
Collect	
Non-Automated	\$1.15
Semi-Automated	\$0.95
Fully-Automated	\$0.75
Billed to a Third Number	
Non-Automated	\$1.15
Semi-Automated	\$0.95
Fully-Automated	\$0.75
Person-to-person	
Non-Automated	\$2.55
Semi-Automated	\$2.15

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**SECTION 4 - RATES, CONT'D.****4.8 Public Telephone Surcharge**

	<b>Residential</b>	<b>Business</b>
Rate Per Call	\$0.60	\$0.30

**4.9 Trinsic 800 Service**

A call allowance of 120 minutes of inbound and/or outbound calling is included with this service. Calls above the call allowance will be billed in sixty (60) second increments.

An interstate Monthly Recurring Charge applies to this service in addition to usage.

Rate Per minute above 120 Minute Call Allowance: \$0.069

**4.10 Trinsic LONG DISTANCE Service**

Calls are billed in one (1) minute increments. Customers are provided a toll free number for placing calls while away from home, and the same rates apply. An interstate Monthly Recurring Charge applies to this service in addition to usage.

Direct Dial rate per minute:	\$0.076
Call completion through PVA Rate Per Minute:	\$0.069

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**SECTION 4 - RATES, CONT'D.**

**4.11 Trinsic LONG DISTANCE Essential**

Outbound calls are billed in one (1) minute increments. An interstate Monthly Recurring Charge applies to this service in addition to usage.

Customers may request an optional toll free number, which terminates at the Customer's telephone number, with a call allowance of 60 minutes of domestic inbound calling for an additional monthly recurring charge. Calls are billed in one (1) minute increments.

Direct Dial rate per minute:	\$0.076
Toll Free rate per minute	\$0.076

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**SECTION 5 - PROMOTIONS****5.1 General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. All promotions are subject to the prior approval of the Commission.

**5.2 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type and duration of service provided will be at the Company's discretion.

**5.3 Business Plus Long Distance Promotion I**

Customers who sign a two (2) year agreement for Business Plus local exchange service will receive an intrastate toll rate of \$0.045 per minute. This promotion is available to new business Customers who place initial orders between December 3, 2003 and December 15, 2003.

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**This tariff, Missouri Tariff No. 2 filed by Trinsic Communications, Inc., formerly known as Z-Tel Communications, Inc., cancels and replaces, in its entirety, the current tariff on file with the Commission, Missouri Tariff No. 2, issued by Z-Tel Communications, Inc.**

Schedule of Rates, Rules and Regulation  
Resale and Facilities-Based Competitive Local Exchange Telecommunications Services  
Provided in the State of Missouri

OFFERED BY

**Trinsic Communications, Inc.**  
601 South Harbour Island Boulevard, Suite 220  
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Applying generally to its authorized territories within the State of Missouri. This tariff applies to the Company's resale of Southwestern Bell Telephone Company (SWBT) services, as well as services provided over the Company's own facilities, in specified exchanges within the Company's certificated area in the State of Missouri.

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**LIST OF WAIVED STATUTES AND REGULATIONS**

The Missouri Public Service Commission in its order in the case of *In the Matter Of the Application of Trinsic Communications, Inc., for a Certificate of Service Authority to Provide Basic Local Telecommunications Services in Portions of the State of Missouri*, Case No. TA-98-572, waived the following statutes and regulations:

**STATUTES**

Section 392.210.2	-	uniform system of accounts
Section 392.270	-	valuation of property (ratemaking)
Section 392.280	-	Depreciation accounts
Section 392.290.1	-	issuance of securities
Section 392.300.2	-	acquisition of stock
Section 392.310	-	stock and debt issuance
Section 392.320	-	stock dividend payment
Section 392.330	-	issuance of securities; debts and notes
Section 392.340	-	reorganizations

**COMMISSION RULES**

4 CSR 240-10.020	-	depreciation fund income
4 CSR 240-30.040	-	uniform system of accounts
4 CSR 240-35	-	reporting of bypass and customer specific arrangements

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**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 PSCM. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the PSCM follows in its tariff approval process, the most current Page 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 the 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).

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**EXPLANATION OF SYMBOLS**

Changes to this tariff are identified on the revised page (s) the use of symbols. The following are the symbols used and the chary indicated by them:

- (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 charge.
- (S) - To signify a correction or reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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**INTRODUCTION**

This tariff applies to the Telephone Company's resale and facilities-based offering of local exchange telecommunications services, upon receiving a customer request for service, within the following SouthwesternBell Telephone Telephone Company exchanges:

Adrian	Cedar Hill	Festus-Crystal City	Kennett
Advance	Center	Fisk	Kirkwood
Agency	Cahffee	Flat River	Kirksville
Altenburg-Frohna	Charleston	Florissant	Knob Noster
Antonia	Chesterfield	Frankford	Lake Ozark-Osage Beach
Archie	Chillicothe	Fredericktown	Ladue
Argyle	Clarksville	Freeburg	Lamarr
Armstrong	Clever	Fulton	LaMonte
Ash Grove	Climax Springs	Gideon	Lancaster
Beaufot	Creve Coeur	Gladstone	Leadwood
Bell City	Deering	Glasgow	LeeSs Summit
Benton	DeKalb	Grain Valley	Lilbourn
Belton	Delta	Gravois Mills	Linn
Billings	DeSoto	Gray Summit	Lockwood
Bismarck	Dexter	Greenwood	Louisiana
Bloomfield	Downing	Hannibal	Macks Creek
Bloomsdale	East Independence	Harvester	Malden
Blue Springs	East Prairie	Hayti	Manchester
Bonne Terre	Edina	Herculaneum-Pevely	Marble Hill
Boonville	Eldon	Hibgee	Maceline
Bowling Green	Elsberry	High Ridge	Marionville
Brookfield	Essex	Hillsboro	Marshall
Camdenton	Eureka	Holcomb	Marston
Campbell	Excelsior Springs	Hornersville	Maxville
Cape Girardeau	Fairgrove	Imperial	Mahlville
Cardwell	Farley	Independence	Meta
Carl Junction	Farmington	Jackson	Mexico
Carrolton	Fayette	Jasper	Moberly
Carthage	Fenton	Joplin	Monett
Caruthersville	Ferguson	Kansas City Metro	Montgomery City

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Ron Walters, Regional Vice President  
 Trinsic Communications, Inc.  
 601 South Harbour Island Boulevard, Suite 220  
 Tampa, Florida 33602

MOL0501

**INTRODUCTION, CONT'D.**

Morehouse	Pocohontas-New Wells	St. Joseph	Tuscumbia
Nashua	Pond	St. Louis Metro	Union
Neosho	Poplar Bluff	St. Marys	Valley Park
Nevada	Portage Des Sioux	San Antonio	Versailles
New Franklin	Portageville	Sappington	Walnut Grove
New Madrid	Puxico	Scott City	Wardell
Nixa	Qulin	Sedalia	Ware
Oakville	Raytown	Senath	Washington
Oak Ridge	Republic	Sikeston	Webb City
Old Appleton	Richmond	Slater	Webster Groves
Oran	Richwoods	Smithville	Wellsville
Overland	Risco	South Kansas City	Westphalia
Pacific	Riverview	Spanish Lake	Willard
Parkville	Robersville	Springfield Metro	Wyatt
Patton	Rushville	Stanberry	Bridgeton
Paynesville	Ste. Genevieve	Strafford	Liberty
Perryville	St. Charles	Tiffany springs	Vienna
Pierce City	St. Clair	Trenton	

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MOL0501

**SECTION 1.0 - APPLICATION OF TARIFF**

**1.1 General**

This tariff contains the regulations, rates and charges applicable to the provision of facilities-based and resold local exchange telecommunications service by Trinsic Communications, Inc., for use by customers in the state of Missouri. Exchanges served are listed herein.

This tariff is on file with the Commission. In addition, this tariff is available for review at the main office of Trinsic Communications, Inc., at 601 South Harbour Island Boulevard, Suite 220, Tampa, Florida 33602.

Applications for initial or additional services made verbally or in writing become a contract on establishment of the service or facility.

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**SECTION 1.0 - APPLICATION OF TARIFF, CONT'D.**

**1.2 Definitions**

**Access Line** - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

**Account** - A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are provided with the second or non-primary local exchange access line.

**Account Codes** - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

**Advance Payment** - Part or all of a payment required before the start of service.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

**Authorized User** - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Commission** - The Missouri Public Service Commission.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public

**SECTION 1.0 - APPLICATION OF TARIFF, CONT'D.**

**1.2 Definitions, Cont'd.**

**Company** - Trinsic Communications, Inc., the issuer of this tariff.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Customer Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

**Customer Terminal Equipment** - Terminal equipment provided by the Customer, also known as Customer Premises Equipment (CPE).

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

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

---

**SECTION 1.0 - APPLICATION OF TARIFF, CONT'D.**

**1.2 Definitions, Cont'd.**

**Exchange Telephone Company or Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**ICB** - Individual Case Basis.

**IXC or Interexchange Carrier**- A long distance telecommunications services provider.

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.



**SECTION 1.0 - APPLICATION OF TARIFF, CONT'D.**

**1.2 Definitions, Cont'd.**

**Monthly Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**MOU** - Minutes of Use.

**NECA** - National Exchange Carriers Association.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**PBX** - Private Branch Exchange

**PIN** - Personal Identification Number. See Authorization Code.

**Point of Presence ("POP")** - Point of Presence

**Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

**Service** - Any means of service offered herein or any combination thereof.

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**SECTION 1.0 - APPLICATION OF TARIFF, CONT'D.**

**1.2 Definitions, Cont'd.**

**Service Order** - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

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

**Shared Inbound Calls** - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

**Shared Outbound Calls** - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

**Station** - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

**SECTION 1.0 - APPLICATION OF TARIFF, CONT'D.**

**1.2 Definitions, Cont'd.**

**Subscriber** - The person, firm, partnership, corporation, or other entity who orders telecommunications service from Trinsic. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**SWBT** - Southwestern Bell Telephone Company.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Trinsic** - Trinsic Communications, Inc., issuer of this tariff.

**UNE Zone**- Geographic area established by the Commission pursuant to Section 51.507(f) of the Code of Federal Regulations.

**Usage Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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**SECTION 2.0 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this rate sheet in connection with one-way and/or two-way information transmission originating from points within the State of Missouri, and terminating within a local calling area as defined herein.

The Company is responsible under this rate sheet only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

**2.1.2 Shortage of Equipment or Facilities**

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this rate sheet is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

---

**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.3 Terms and Conditions**

- (A) Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this rate sheet, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this rate sheet. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the rate sheet, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this rate sheet prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) In any action between the parties to enforce any provision of this rate sheet, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (E) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this rate sheet; or
  - (2) the Customer is using the service in violation of the law.
- (F) This rate sheet shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.

**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.3 Terms and Conditions, Cont'd.**

- (G) Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (H) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (I) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be approved by the Commission prior to the furnishing of service.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.4 Limitations on Liability**

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.4 Limitations on Liability, Cont'd.**

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - (3) Any unlawful or unauthorized use of the Company's facilities and services;
  - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;



**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.4 Limitations on Liability, Cont'd.**

**(D) Cont'd.**

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any noncompletion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.4 Limitations on Liability, Cont'd.**

- (E) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- (H) **Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly rate sheet rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly rate sheet rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.4 Limitations on Liability, Cont'd.**

**(I) With respect to Emergency Number 911 Service:**

- (1)** This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- (2)** Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.4 Limitations on Liability, Cont'd.**

**(I) With respect to Emergency Number 911 Service, Cont'd.**

- (3) When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.6 Provision of Equipment and Facilities**

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this rate sheet. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.6 Provision of Equipment and Facilities, Cont'd.**

- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment; or

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.7 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this rate sheet, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Public Service Commission of Missouri's regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this rate sheet will apply.



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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with rate sheet regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- (A) the payment of all applicable charges pursuant to this rate sheet;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.3 Obligations of the Customer, Cont'd.****2.3.1 General, Cont'd.**

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.3 Obligations of the Customer, Cont'd.**

**2.3.2 Liability of the Customer**

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this rate sheet. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this rate sheet.

**2.4.2 Station Equipment**

- (A) Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.4 Customer Equipment and Channels, Cont'd.**

**2.4.3 Interconnection of Facilities**

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (C) Facilities furnished under this rate sheet may be connected to Customer provided terminal equipment in accordance with the provisions of this rate sheet. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this rate sheet only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.4 Customer Equipment and Channels, Cont'd.**

**2.4.4 Inspections**

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
  
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.5 Payment Arrangements**

**2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Missouri gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

**2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.2 Billing and Collection of Charges, Cont'd.**

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated pro rata based on the actual number of days in the month.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. The following information will appear on Residential bills:
  - the number of access lines for which charges are stated
  - the beginning or ending dates of the billing period
  - the date the bill becomes delinquent if not paid on time
  - the unpaid balance (if any)
  - the amount for basic service and an itemization of the amount due for toll service, if applicable, including the date and duration of each toll call
  - an itemization of the amount due for taxes, franchise fees, Relay Missouri surcharge, 911 surcharges (if applicable) and other surcharges as may be necessary and appropriate
  - the total amount due
  - if applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated
  - a telephone number where inquiries may be made
  - if a deposit is held by the Company
- F. During the first billing period in which a residential Customer receives service, the Company provides each Customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.



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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.5 Payment Arrangements, Cont'd.****2.5.3 Late Payment Fee**

If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

**2.5.4 Return Check Charge**

A service charge equal to \$25.00 will be assessed in accordance with Missouri law for all checks or other payment type submitted by the Customer to the Company and returned or dishonored by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.5.5 Disputed Bills**

- (A) In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- (B) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Missouri in accordance with the Commission's rules of procedure. The address of the Commission is as follows:
- Missouri Public Service Commission  
301 West High  
Harry S. Truman State Office Building  
Jefferson City, MO 65102
- (C) If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.6 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.7 Deposits**

The Company does not collect Customer deposits.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.8 Discontinuance of Service for Cause**

Service may be discontinued for any of the following reasons:

- A. nonpayment of an undisputed delinquent charge;
- B. unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- C. failure to substantially comply with terms of a settlement agreement;
- D. refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
- E. material misrepresentation of identity in obtaining telephone utility service;
- F. as approved by federal or state law.
- G. Service may not be discontinued by the Company for failure to pay charges not subject to Missouri Public Service Commission's jurisdiction unless specifically authorized in this tariff.
- H. Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such day.
- I. Customers shall have 21 days from the rendition of a bill to pay the charges stated.
- J. Residential service shall not be discontinued unless written notice by first-class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. All notices shall be sent on the 5<sup>th</sup> of the month.
- K. At least 24 hours preceding a discontinuance the Company shall make reasonable efforts to contact the customer to advise of the proposed discontinuance and what steps must be taken to avoid it.

**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.9 Cancellation of Application for Service - Contract Services Only**

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

**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.10 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.6 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this rate sheet by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

**2.6.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.6 Allowances for Interruptions in Service, Cont'd.**

**2.6.1 General, Cont'd.**

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**2.6.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.6 Allowances for Interruptions in Service, Cont'd.**

**2.6.2 Limitations of Allowances, Cont'd.**

- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.6.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.



**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.6 Allowances for Interruption in Service, Cont'd.**

**2.6.4 Application of Credits for Interruptions in Service**

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.6 Allowances for Interruption in Service, Cont'd.**

**2.6.4 Application of Credits for Interruptions in Service, Cont'd.**

**(D) Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**(E) Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**(F) Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.6 Allowances for Interruption in Service, Cont'd.**

**2.6.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

**2.7 Use of Customer's Service by Others**

**2.7.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this rate sheet. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2.

**2.8.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

**2.9 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.9.1** to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2** pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3** pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.10 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this rate sheet.

**2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- (A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- (B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- (C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- (D) The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.11 Notices and Communications**

**2.11.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

**2.11.2** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

**2.11.3** Except as otherwise stated in this rate sheet, all notices or other communications required to be given pursuant to this rate sheet will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**2.11.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.12 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this rate sheet, such taxes, fees and surcharges are in addition to rates as quoted in this rate sheet and will be itemized separately on Customer invoices. All charges and fees subject to MoPSC jurisdiction, except taxes and franchise fees, will be submitted to the MoPSC for prior approval.

**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.13 Miscellaneous Provisions**

**2.13.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

**2.13.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.14 Customer Responsibility**

**A. Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.



**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**

**2.15 Toll-Free Services**

- 2.15.1** The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.15.2** The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.15.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.15.4** If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for us by another Customer.

**SECTION 3.0 - LOCAL SERVICE AREAS**

**3.1 Local Service Areas**

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with that Underlying Carrier's existing local exchange boundary maps as approved by the Commission.

The local calling areas will mirror the local calling areas of the Company's Underlying Carrier, exclusive of the two-way Extended Area Service exchanges offered by the Underlying Carrier.

**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)****3.1 Local Service Areas, (Cont'd.)****3.1.1 Exchanges, UNE Zones and Extended Area Service Lists**

Exchange	UNE Zone	Extended Area Service
Adrian	3	Archie
Advance	3	Bell City
Agency	3	St. Joseph
Altenburg-Frohna	3	Pocahontas-New Wells
Anontia-Metropolitan Calling Area-4	3	Cedar Hill-Local Only, Hillsboro-Local Only
Antonia-Local Only	3	Cedar Hill, Herculaneum-Pevely High Ridge, Hillsboro, Imperial and Maxville
Archie-Local Only	3	Adrian
Archie-Metropolitan Calling Area-5	3	Adrian
Argyle	3	
Armstrong	3	Fayette, Glasgow
Ash Grove	3	
Beaufort	3	
Bell City	3	Advance, Oran
Belton	1	
Benton	3	Chaffee, Oran and Scott City
Billings-Local Only	3	Clever and Republic
Billings-Metropolitan Calling Area	3	Clever-Local Only
Bismarck	3	Flat River, Leadwood
Bloomfield	3	Dexter, Essex
Bloomsdale	3	Ste. Genevieve
Blue Springs	1	
Bonne Terre	2	Flat River, Leadwood
Boonville	2	New Franklin
Bowling Green	3	

**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)****3.1 Local Service Areas, (Cont'd.)****3.1.1 Exchanges, UNE Zones and Extended Area Service, (cont'd.)**

<b>Exchange</b>	<b>UNE Zone</b>	<b>Extended Area Service</b>
Bridgeton	1	
Brookfield	3	
Camdenton	2	Gravois Mills, Lake Ozark -Osage Beach
Campbell	3	
Cape Girardeau	2	Jackson, Scott City, McClure, Illinois
Cardwell	3	Hornersville, Senath
Carl Junction	3	Joplin, Webb City
Carrollton	3	
Carthage	2	
Caruthersville	3	Deering, Hayti
Cedar Hill- Local Only	2	Antonia, High Ridge, Hillsboro and Ware
Cedar Hill- Metropolitan Calling Area	2	Hillsboro-Local Only, Ware-Local Only
Center	3	
Chaffee	3	Benton, Delta, Oran, Scott City
Charleston	3	East Prairie, Wyatt
Chesterfield- Local Only	2	Manchester, Harvester and Pond, plus the Creve Coeur zone of the St. Louis Metropolitan Exchange
Chesterfield- Metropolitan Calling Area	2	Harvester-Local Only and Pond-Local Only
Chillicothe	2	
Clarksville	3	Louisiana, Paynesville
Clever-Local Only	3	Billings, Nixa and Republic
Clever-Metropolitan Calling Area	3	Billings-Local Only
Climax Springs	3	
Creve Coeur	1	
Deering	3	Caruthersville, Hayti and Kennett
DeKalb	3	Rushville, St. Joseph
Delta	3	Chaffee, Oran
DeSoto Local Only	2	Festus-Crystal City, Hillsboro and Ware
DeSoto- Metropolitan Area	2	Festus-Crystal City-Local Only, Hillsboro-Local Only, Ware-Calling Local Only

**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)****3.1 Local Service Areas, (Cont'd.)****3.1.1 Exchanges, UNE Zones and Extended Area Service, (cont'd.)**

Exchange	UNE Zone	Extended Area Service
Dexter	2	Bloomfield, Essex
Downing	3	
East Independence	1	
East Prairie	3	Charleston
Edina	3	
Eldon	2	Lake Ozark-Osage Beach, Tuscumbia
Elsberry	3	Paynesville
Essex	3	Dexter, Bloomfield
Eureka-Local Only	2	High Ridge, Manchester, Pacific, Pond and Valley Park
Eureka-Metropolitan Calling Area-4	2	Pacific-Local Only
Excelsior Springs	2	
Fair Grove	4	
Farley	3	
Farmington	2	Flat River
Fayette	3	Armstrong, Glasgow and New Franklin
Fenton-Local Only	2	Maxville, Valley Park and High Ridge, plus the Kirkwood and Sappington zones of the St. Louis Metropolitan Exchange
Fenton-Metropolitan Calling Area-3	2	High Ridge-Local Only
Ferguson	1	
Festus-Crystal City- Local Only	2	DeSoto, Herculaneum-Pevely, Hillsboro
Festus-Crystal City- Metropolitan Calling Area 5	2	DeSoto-Local Only, Hillsboro-Metropolitan Local Only
Fisk	3	Poplar Bluff
Flat River	2	Bismarck, Bonne Terre, Farmington, Leadwood
Florissant	1	
Frankford	3	
Fredericktown	2	
Freeburg	3	
Fulton	2	
Gideon	3	Malden, Risco
Gladstone	1	
Glasgow	3	Armstrong, Fayette

**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)****3.1 Local Service Areas, (Cont'd.)****3.1.1 Exchanges, UNE Zones and Extended Area Service, (cont'd.)**

<b>Exchange</b>	<b>UNE Zone</b>	<b>Extended Area Service</b>
Grain Valley- Local Only	3	The Blue Springs zone of the Kansas City Metropolitan Exchange
Gravois Mill	2	Camdenton, Lake Ozark-Osage Beach, Versailles
Gray Summit Local Only	3	Pacific, Union
Gray Summit- Metropolitan Calling Area-5	3	Pacific-Local Only, Union
Greenwood- Local Only	2	The Belton and Lee's Summit zones of the Kansas City Metropolitan Exchange
Hannibal	2	
Harvester- Local Only	2	Chesterfield, Pond, St. Charles and St. Peters
Hayti	3	Caruthersville, Deering, Wardell
Herculaneum-Pevely Local Only	3	Antonia, Festus-Crystal City and Imperial
Herculaneum-Pevely- Metropolitan Calling Area-4	3	Festus-Crystal City-Local Only
Higbee	3	Moberly
High Ridge- Local Only	2	Antonia, Cedar Hill, Eureka, Fenton, Maxville and Valley Park
High Ridge-Metropolitan Calling Area-4	2	Cedar Hill-Local Only
Hillsboro- Local Only	3	Antonia, Cedar Hill, DeSoto, Festus-Crystal City and Ware
Hillsboro- Metropolitan Calling Area 5	3	Cedar Hill-Local Only, DeSoto-Local Only, Festus-Crystal City-Local Only, Ware-Local Only
Holcomb	3	Kennett
Hornersville	3	Cardwell and Senath
Imperial-Local Only	2	Antonia, Herculaneum-Pevely and Maxville, plus the Oakville zone of the St. Louis Metropolitan Exchange
Imperial-Metropolitan Calling Area-3	2	Antonia-Local Only Herculaneum-Pevely-Local Only
Independence	1	
Jackson	2	Cape Girardeau, Oak Ridge, Pocahontas-New Wells, McClure, Illinois
Jasper	3	
Joplin	2	Carl Junction, Webb City

**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)****3.1 Local Service Areas, (Cont'd.)****3.1.1 Exchanges, UNE Zones and Extended Area Service, (cont'd.)**

<b>Exchange</b>	<b>UNE Zone</b>	<b>Extended Area Service</b>
Kansas City - Metropolitan Calling Area-1	1	Gladstone, Independence, Parkville, Raytown, South Kansas City
Kansas City - Metropolitan Calling Area-2	1	Belton, Blue Springs, East Independence, Lee's Summit, Liberty, Nashua
Kennett	2	Deering, Holcomb, Senath
Kirksville	2	
Kirkwood	1	
Knob Noster	2	
Ladue	1	
Lake Ozark-Osage Beach	2	Camdenton, Eldon, Gravois Mills, Tuscumbia
Lamar	3	
LaMonte	3	
Lancaster	3	
Leadwood	3	Bismarck, Bonne Terre Flat River
Lee's Summit	1	
Liberty	1	
Lilbourn	3	Marston, New Madrid
Linn	3	
Lockwood	3	
Louisiana	3	Clarksville
Macks Creek	3	
Malden	3	Gideon, Risco
Manchester- Local Only	2	Chesterfield, Eureka, Pond and Valley Park, plus the Creve Coeur and Kirkwood zones of the St. Louis Metropolitan Exchange
Manchester-Metropolitan Calling Area-3	2	Eureka-Local Only and Pond-Local Only
Marble Hill	3	
Marceline	3	
Marionville	3	
Marshall	2	
Marston	3	Lilbourn, New Madrid and Portageville

**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)****3.1 Local Service Areas, (Cont'd.)****3.1.1 Exchanges, UNE Zones and Extended Area Service, (cont'd.)**

<b>Exchange</b>	<b>UNE Zone</b>	<b>Extended Area Service</b>
Maxville- Local Only	2	Antonia, Fenton, High Ridge and Imperial, plus the Mehlville, Oakville and Sappington zones of the St. Louis Metropolitan Exchange
Maxville-Metropolitan Calling Area-3	2	Antonia-Local Only and High Ridge-Local Only
Mehlville	1	
Meta	3	
Metropolitan Calling Area-1		Fair Grove, Nixa, Republic, Rogersville, Strafford, Willard
Mexico	2	
Moberly	2	Higbee
Monett	2	Pierce City
Montgomery City	3	Bellflower
Morehouse	3	Sikeston
Nashua	1	
Neosho	2	
Nevada	2	Milo
New Franklin	3	Boonville, Fayette
New Madrid	3	Lilbourn, Marston
Nixa Zone	4	Clever
Oak Ridge	3	Jackson, Pocahontas-New Wells
Oakville	1	
Old Appleton	3	Perryville
Oran	3	Bell City, Benton, Chaffee, Delta
Overland	1	
Pacific-Local Only	2	Gray Summit, Eureka, Pond
Pacific-Metropolitan Calling Area-5	2	Gray Summit-Local Only
Parkville	1	
Patton	3	
Paynesville	3	Clarksville, Elsberry
Perryville	2	Old Appleton, St. Marys, Kaskaskia, Illinois



**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)****3.1 Local Service Areas, (Cont'd.)****3.1.1 Exchanges, UNE Zones and Extended Area Service, (cont'd.)**

<b>Exchange</b>	<b>UNE Zone</b>	<b>Extended Area Service</b>
Pierce City	3	Monett
Pocahontas- New Wells	3	Altenburg-Frohna, Jackson, Oak Ridge
Pond-Local Only	2	Chesterfield, Eureka, Harvester, Manchester, Pacific
Pond-Metropolitan Calling Area-4	2	Pacific-Local Only
Poplar Bluff	2	Fisk, Qulin
Portage Des Sioux	3	
Portageville	3	Marston
Puxico	3	
Qulin	3	Poplar Bluff
Raytown	1	
Republic Zone	4	Billings, Clever
Richmond	2	
Richwoods	3	
Risco	3	Gideon, Malden
Riverview	1	
Rogersville	4	
Rushville	3	DeKalb, St. Joseph
San Antonio	3	St. Joseph
Sappington	1	
Scott City	3	Benton, Cape Girardeau, Chaffee, McClure, Illinois
Sedalia	2	
Senath	3	Cardwell, Hornersville, Kennett
Sikeston	3	Morehouse
Slater	3	
Smithville- Local Only	3	Ferrelview, plus the Liberty and Nashua zones of the Kansas City Metropolitan Exchange

**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)****3.1 Local Service Areas, (Cont'd.)****3.1.1 Exchanges, UNE Zones and Extended Area Service, (cont'd.)**

<b>Exchange</b>	<b>UNE Zone</b>	<b>Extended Area Service</b>
South Kansas City	1	
Spanish Lake	1	
Springfield Metropolitan Exchange	4	Principal Zone
St. Charles- Local Only	2	Harvester
St. Charles-Metropolitan Calling Area-3	2	Harvester-Local Only
St. Clair	2	
St. Joseph	2	Agency, DeKalb, Rushville, San Antonio
St. Louis - Metropolitan Calling Area-1	1	Ferguson, Ladue, Mehlville, Overland, Riverview, Snappington, Webster Groves
St. Louis - Metropolitan Calling Area-2	1	Bridgeton, Creve Coeur, Florissant, Kirkwood, Tiffany Springs, Oakville, Spanish Lake
St. Marys	3	Perryville, Ste. Genevieve, Kaskaskia, Illinois
Stanberry	3	
Ste. Genevieve	2	Bloomsdale, St. Marys, Kaskaskia, Illinois
Strafford	4	
Tiffany Springs	1	
Trenton	3	Brimson, Galt, Laredo, Spickard
Tuscumbia	3	Eldon, Lake Ozark-Osage Beach
Union	2	Gray Summit

**SECTION 3.0 - LOCAL SERVICE AREAS, (CONT'D.)****3.1 Local Service Areas, (Cont'd.)****3.1.1 Exchanges, UNE Zones and Extended Area Service, (cont'd.)**

<b>Exchange</b>	<b>UNE Zone</b>	<b>Extended Area Service</b>
Valley Park- Local Only	2	Fenton, Eureka, High Ridge, Manchester, plus the Kirkwood zone of the St. Louis Metropolitan Exchange
Valley Park-Metropolitan Calling Area-3	2	Eureka-Local Only and High Ridge-Local Only
Versailles	3	Gravois Mills
Vienna	3	
Walnut Grove	3	
Wardell	3	Hayti
Ware-Local Only	3	DeSoto, Cedar Hill, Hillsboro
Ware-Metropolitan Calling Area-5	3	DeSoto-Local Only, Cedar Hill- Local Only, Hillsboro-Local Only
Washington	2	
Webb City	2	Carl Junction, Joplin
Webster Groves	1	
Wellsville	3	
Westphalia	3	
Willard	4	
Wyatt	3	Charleston

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**SECTION 4.0 -SERVICE DESCRIPTIONS**

**4.1 Network Exchange Bundled Service**

**4.1.1 General**

Trinsic offers basic local exchange service only as part of a bundle or package of telecommunications services. All packages include local service, long distance service (interstate and intrastate toll) and selected custom calling features. Voice Mail and Optional Internet access <sup>1</sup> may be available with some packages at an additional charge. The aforementioned services are only available as part of the bundled service offering and are not available on an individual service basis. Customers will be billed directly by the Company.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

**A. Primary Line**

The initial residential local exchange access line per account.

**B. Secondary Line**

The second or additional residential local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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<sup>1</sup> Voice mail and Internet access are not regulated by the Commission.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.****4.1 Network Exchange Bundled Service, Cont'd.****4.1.1 General, Cont'd.**

Network Exchange Bundled Service may include the calling features listed below:

These features are offered subject to availability of suitable facilities. Certain features may not be available with all classes of services.

In the event Trinsic adds custom calling features to its Network Exchange Bundled Services, such features will be available upon the tariff effective date (where technically feasible) to all new Customers. Existing Customers will be informed of the new features availability but must contact the Company to obtain the new features. Any Service Order Charges, which would normally apply, will be waived.

Call Forwarding - Fixed, Busy Line No Answer - This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding - Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding - Fixed, Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Call Waiting with Caller ID with Name - Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. In areas where Caller ID with Name is not available, Caller ID, which only displays the callers telephone number will be substituted.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.1 General, Cont'd.**

Network Exchange Bundled Service may include the calling features listed below, (Cont'd.):

Call Forwarding - Variable - a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Call Trace - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company for action. The Customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them.

Call Blocking- Call Blocking allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring. The screening list may be edited and revised at Customer's discretion.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.1 General, Cont'd.**

Network Exchange Bundled Service may include the calling features listed below, (Cont'd.):

Distinctive Ring: Distinctive Ring is a feature that allows a Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

VIP Alert - Allows a customer to program telephone numbers of selected callers, enabling the customer to distinguish certain incoming calls from all others by a distinctive ring tone.

Privacy Service- A feature which intercepts calls that are marked "private" and "out of area," or "unavailable" on Caller ID units. When unidentified callers dial the Subscribers number, they will receive an announcement informing them that the party they are calling does not accept calls from unidentified callers. They will receive a prompt to identify their name or state their intention and the service will then attempt to connect the call. Only if the caller responds will the call be connected.

The Subscriber's Caller ID will display the platform number and the name of the service. If the Subscriber chooses not to take the call the caller will hear a message which states the Subscriber is unavailable.

Privacy Service is offered subject to availability of suitable facilities. This service will be provisioned on a line-by-line basis and Customers with more than one line would need to have the service activated on each line if they want the ability to intercept unknown and blocked calls to each line.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.1 General, Cont'd.**

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID with Name - allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID with Name service requires the use of specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. In areas where Caller ID with Name is not available, Caller ID, which only displays the incoming telephone number, will be substituted. See Section 4.2 for regulations regarding this feature.

Three Way Calling - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.



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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.2 Trinsic Standard Service \*\* (1)**

A. Toll calls are billed in sixty (60) second increments, with an initial period, for billing purposes, of sixty (60) seconds. For toll calls placed away from home, see Trinsic Travel Card Service (*See Trinsic's interexchange telecommunications PSC Mo. No. 1 tariff*). Such travel card calls are not included in the monthly toll call allowance for Trinsic Standard Service. Standard Service includes the following:

1. A monthly allowance of 100 free minutes of interstate and intrastate toll calling.
2. Local line and unlimited local calling.
3. Primary Line Custom Calling Features Package: Call Forwarding, Caller ID with Name, Call Waiting with Caller ID with Name, Three-Way Calling and Speed Calling included at no charge.

Secondary Line Custom Calling Features Package: Call Waiting, Caller ID, Three-Way Calling and Speed Calling may be added for an additional monthly charge.

4. Trinsic Standard Service Customers will receive Member to Member service (See Section 4.2 ) at no additional charge, included with the Standard Service.
5. Distinctive Ring Calling Feature

*\*\*This option grandfathered effective October 12, 2002 and is available to existing customers only.*

(1) This service was formerly known as Missouri Home Edition - Standard Service.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.3 Trinsic Basic Service \*\* (1)**

- A.** Trinsic Basic Service includes the following:
1. A monthly allowance of 30 free minutes of interstate and intrastate toll calling. Toll calls will be billed in sixty (60) second increments, with an initial period, for billing purposes of (60) second increments. For toll calls placed away from home, see Trinsic Travel Card Service (*See Trinsic Interexchange Telecommunications Tariff PSC Mo. No. 1 tariff*). Such travel card calls are not included in the monthly toll call allowance for Trinsic Basic Service.
  2. Local line and unlimited calling.
- B.** Feature Pack to include Caller ID with Name, Three-Way Calling and Speed Calling may be purchased at an additional monthly charge.
- Secondary Line Custom Calling Features Package: (Call Waiting, Caller ID, Three-Way Calling and Speed Calling) may be added for an additional monthly charge.
- C.** Ninety (90) additional minutes of interstate or intrastate long distance may be purchased at an additional monthly charge.
- D.** Distinctive Ring Calling Feature

*\*\*This option grandfathered effective October 12, 2002 and is available to existing customers only.*

(1) This service was formerly known as Z-Line Basic Service.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.4 Trinsic Unlimited Service (1)**

**A. Trinsic Unlimited Service includes the following:**

1. Unlimited toll calling. For toll calls placed away from home, see *Trinsic's Interexchange Telecommunications Tariff PSC Mo. No. 1 Tariff*. Such travel card calls are not included in the monthly toll call allowance for Trinsic Unlimited.
2. Local line and unlimited local calling
3. Primary Line Custom Calling Features Package: Caller ID with Name, Call Waiting with Caller ID with Name, Call Forwarding Variable, Call Trace, Three-Way and Calling Speed Calling included at no charge.

Secondary Line Custom Calling Features Package: Call Forwarding Variable, Call Trace, Call Waiting, Caller ID, Three-Way Calling and Speed Calling may be added for an additional monthly charge.

This service is for use by Residential Customers for the purpose of individual-to-individual two-way residential voice applications. If the Customer uses Trinsic Unlimited Service for non-residential purposes, including but not limited to commercial facsimile, resale, telemarketing, dial-up internet connections, autodialing, three-way calling or voice chat line services, or home office use, the Company may, without notice, suspend, restrict, or cancel the Customer's service or may adjust Customer's service to another plan.

Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via the myzline.com web site.

4. Member to Member Service.

(1) This service was formerly known as Z-LineHOME Unlimited Service.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.4 Trinsic Unlimited Service, cont'd.**

**B. Calling Features**

The following Calling features are available at an additional monthly recurring charge:

Distinctive Ring: Distinctive Ring is a feature that allows a Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

Monthly Recurring Charge Per Feature: \$3.00

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.5 Trinsic Value Service \*\* (1)**

**A. Trinsic Value includes the following:**

1. A monthly allowance of 50 free minutes of interstate and intrastate toll calling. Toll calls will be billed in sixty (60) second increments, with an initial period, for billing purposes of sixty (60) seconds. For toll calls placed away from home, see Trinsic's *Interexchange Telecommunications Tariff PSC Mo. No. 1 Tariff*. Such travel card calls are not included in the monthly toll call allowance for TrinsicHome Select.

2. Local line and unlimited local calling.

3. Primary Line Custom Calling Features Package: Call Forwarding, Caller ID with Name, Call Waiting with Caller ID with Name, Call Forwarding Variable, Call Blocking, Call Trace, Three-Way Calling and Speed Calling included at no charge.

Secondary Line Custom Calling Features Package: Call Forwarding Variable, Call Blocking and Call Trace, Call Waiting, Caller ID, Three-Way Calling and Speed Calling may be added for an additional monthly charge.

4. Member to Member Service.

5. The following additional custom calling features are available with this service.

Distinctive Ring

VIP Alert:

Privacy Manager:

*\*\*This option grandfathered effective September 27, 2003 and is available to existing customers only.*

(1) This service was formerly known as Z-Line Select Service.

**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.6 Member to Member Home Edition Service**

Member to Member Service is available to all Trinsic Customers of a Network Exchange Bundled Service. Member to Member allows Trinsic Customers to call other Trinsic Customers without incurring per call usage charges or depleting the bundled minutes call allowance. Calls under the Member to Member option must originate on and terminate to a telephone number presubscribed to a Trinsic Network Exchange Bundled Service. Customers are not required to identify Customers in their calling circle. Such identification will be handled by the Company's network.

Member to Member calling between Trinsic Customers applies to both intrastate and interstate calling. There is no limit to the number of minutes included in Member to Member.

This service is available with Trinsic services where noted in the description of each service.

**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.7 Trinsic Home Office**

Trinsic Home Office service is a bundled local and toll voice service offering. Service is restricted to a single line only. Customers with a requirement for multiple lines are referred to the Company's business service. Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via the myzline.com web site.

**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.7 Trinsic Home Office, (Cont'd.)**

- A. Trinsic Home Office includes the following:
1. A monthly allowance of 1000 free minutes of interstate and intrastate toll calling. Toll calls will be billed in sixty (60) second increments. For toll calls placed away from home, see Trinsic Travel Card in the Company's PSC MO Tariff No. 1. Such travel card calls are not included in the monthly toll call allowance for Trinsic Home Office.
  2. Local line and unlimited local calling.
  3. Calling Features Package: Caller ID with Name, Call Waiting with Caller ID with Name, Call Forwarding Variable, Call Trace, Three-Way Calling and Speed Calling included at no charge.



**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.8 Trinsic Basic Service with PVA (1)**

TrinsicHome Basic Service with PVA provides a basic residential local exchange line with Call Waiting for outbound calling. Personal Voice Mail Assistant (PVA) allows the customer access to enhanced features such as Address Book, including distribution lists, the ability to send and the ability to receive voice emails. Voice mail may be purchased at an additional charge (See Note 1).

A. Basic Service includes the following:

1. Local line and unlimited local calling
2. Call Waiting

Note 1: Voicemail may be purchased for an additional charge. This service is not regulated by the Commission. Call Forwarding Busy No Answer is only available to customers with voicemail. Other enhanced features such as Find Me and notify me are also only available to customers who choose to purchase voice mail.

(1) This service was formerly known as Z-Line Basic Service with PVA.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.8 Trinsic Basic Service with PVA, (Cont'd.)**

**B.** Custom Calling Features Package: An optional Feature Pack to include Caller ID/Caller ID with Name, Three-Way Calling and Speed Calling and Call Forwarding Variable may be purchased at an additional monthly charge. This Feature Package may be added to the Primary and Additional line.

**C.** Intrastate long distance may be utilized with this service.

**D.** Member to Member Service is included at no charge.

**E. Calling Features**

The following Calling features are available at an additional monthly recurring charge:

Distinctive Ring: Distinctive Ring is a feature that allows a Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

Monthly Recurring Charge Per Feature: \$3.00

**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.9 Trinsic Value Service with PVA (1)**

Trinsic Value Service with PVA provides a basic residential local exchange line with four Custom Calling Features and fifty (50) minutes of combined direct dialed interstate or intrastate long distance calling. Operator assisted calling, travel card calling and international calling are not included in the calling allowance. Calls above the calling allowance of 50 minutes will be billed in sixty (60) second increments. Personal Voice Mail Assistant (PVA) allows the customer access to enhanced features such as Address Book, including distribution lists, the ability to send and the ability to receive voice emails. Voice mail is included with this service.

# Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

(1) This service was formerly known as Z-Line Select Service with PVA.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.9 Trinsic Value with PVA, (Cont'd.)**

- A.** Trinsic Value Service includes the following:
  - 1. Local line and unlimited local calling
  - 2. Custom Calling Features: Call Waiting, Caller ID/Caller ID with Name, Three-Way Calling, Speed Calling, Call Forwarding Busy No Answer and Call Forwarding Variable.
  - 3. 50 Minute Direct Dial Call Allowance, interstate or intrastate, excluding operator assisted calling, travel card calling and international calling.
  
- B.** Intrastate long distance may be utilized with this service.
  
- C.** Member to Member Service is included at no charge.

**D. Calling Features**

The following Calling features are available at an additional monthly recurring charge:

Distinctive Ring: Distinctive Ring is a feature that allows a Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

Monthly Recurring Charge Per Feature: \$3.00

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.****4.1 Network Exchange Bundled Service, Cont'd.****4.1.10 TrinsicBUSINESS Simplicity Service**

TrinsicBUSINESS Simplicity Service is targeted primarily at business customers as a bundled service offering. Customers receive unlimited local and long distance calling including calls completed through the Company's Personal Voice Assistant (PVA) for a flat monthly rate. The primary line also includes the following custom calling features: Caller ID, Call Waiting, Three-Way Calling, Speed Dial and Call Forwarding, as well as one voice mail box<sup>1</sup>. Operator assisted calling, travel card calling and international calling are not included in the flat monthly rate for service. TrinsicBUSINESS Simplicity Service is available on up to a maximum of twelve (12) lines per location. Trinsic Communications must be selected as both the local toll and interLATA toll carrier for all of your lines at a single location and on a single billing account. PBX, PBX-like equipment, auto-dialers, dial-up online service, broadcast fax transmissions and data usage traffic are prohibited under this plan. If usage exceeds the average usage per line of all customers on the plan in the Customer's state by five times over a three (3) month period, Customer may be moved to another plan.

Customers may purchase additional lines, however custom calling features and voice mail are not available with the purchase of additional lines except through Feature Packages.

**A. Outbound Service****B. Feature Packages**

Custom Calling Feature Package for Additional Lines includes Caller ID, Call Waiting, Three-Way Calling, Speed Dial and Call Forwarding.

<sup>1</sup> Voice mail is not regulated by the Commission. Voice Mail on Additional Lines may be purchased separately for a monthly fee per mail box.

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**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.10 TrinsicBUSINESS Simplicity Service, (Cont'd.)**

**C. Toll Free Service**

Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Trinsic Business Simplicity Service Customers who migrate their long distance service to another carrier, but who retain Trinsic as the local service provider will keep Trinsic Simplicity Toll Free Service until such time as that service is specifically identified as having migrated to another carrier. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

**D. Travel Card Service**

Trinsic Simplicity Travel Card Service is available to Trinsic Business Simplicity Service Customers for calls made away from the Customer's business location and billed to the business account. Calls are billed in six (6) second increments.

**SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**

**4.1 Network Exchange Bundled Service, Cont'd.**

**4.1.11 Affinity Pricing Plan - Trinsic Discount Program**

The Trinsic Affinity Pricing Plan - Trinsic Discount Program offers discounts on specific Trinsic services to members of trade associations that represent business entities or individuals within an industry, professional or business classification; employees of business entities; members of organizations with affiliated franchisees, independent agents, independent distributors or business representatives; entities that are members of a buying group not organized only for the purpose of qualifying for the discounts provided herein; non-profit entities affiliated with non-profit chapters, agencies, administrative offices or organizations affiliated with charitable, religious, educational, scientific and literary organizations, or customers or members of commercial organizations or institutions, who have entered into an Affinity Marketing Agreement with the Company.

Customers will receive a 10% discount on the Monthly Recurring Charge for the following services: Trinsic Unlimited, Trinsic Value with PVA, Trinsic Basic with PVA. The discount will remain in place as long as the employee, individual or member remains and employee, individual or member of the affinity group. All other terms and conditions of the above-mentioned tariffed services apply.