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August 24, 1999

VIA OVERNIGHT DELIVERY

Dale Hardy Roberts
Secretary of the Commission
Missouri Public Service Commission
301 W. High Street, Room 530
Jefferson City, MO 65101

RECEIVED²

AUG 25 1999

*Records
Public Service Commission*


Re: WebNet Communications, Inc.'s Missouri Tariff No. 1

Dear Mr. Roberts:

On behalf of WebNet Communications Inc. ("WebNet"), a long distance resale carrier, we transmit herewith an original and six (6) copies of their Missouri Tariff No. 1.

An extra copy of this filing is enclosed. Please date-stamp it and return it to the undersigned in the pre-addressed, postage-paid envelope provided. Should any questions arise, kindly contact the undersigned.

Respectfully submitted,



Jonathan Marashlian
Regulatory Counsel

Enclosures

FILED

AUG 25 1999

Missouri Public
Service Commission

0000152

TITLE PAGE

MISSOURI TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by WebNet Communications, Inc., hereinafter in the text of this tariff referred to as "WebNet Communications, Inc." with principal offices at 3248 Prospect Street, N.W., Washington, D.C. 20007. This tariff applies for services furnished within the state of Missouri. This tariff is on file with the Missouri Public Service Commission, where copies may be inspected during normal business hours.

WebNet Communications, operates as a competitive telecommunications company as defined in Case No. TO-88142 within the State of Missouri. WebNet Communications, Inc. was granted competitive status in the Missouri Public Service Commission's Report and Order issued in Case No.

ISSUED: August 25, 1999

EFFECTIVE: October 12, 1999

ISSUED BY: Tariff Administrator
WebNet Communications, Inc.
3248 Prospect Street, N.W.
Washington, D.C. 20007

**WAIVER OF STATUTORY
AND REGULATORY REQUIREMENTS**

Statutes

- 392.240(1) - ratemaking
- 392.270 - valuation of property (ratemaking)
- 392.280 - depreciation accounts
- 392.290 - issuance of securities
- 392.310 - stock and debt issuance
- 392.320 - stock dividend payment
- 392.330 - issuance of securities, debt and notes
- 392.340 - reorganizations(s)

Commission Rules

- | | | |
|---|---|-----------------------------|
| 4 CSR 240-10.020 | - | depreciation fund income |
| 4 CSR 240-30.010(2)(C) | - | rate schedules |
| 4 CSR 240-30.040(1), (2), (3), (5), and (6) | - | uniform system of accounts |
| 4 CSR 240-32.030(1)(B) | - | exchange boundary maps |
| 4 CSR 240-32.030(1)(C) | - | record keeping |
| 4 CSR 240-32.030(2) | - | in-state record keeping |
| 4 CSR 240-32.050(3) | - | local office record keeping |
| 4 CSR 240-32.050(4) | - | telephone directories |
| 4 CSR 240-32.050(5) | - | call intercept |
| 4 CSR 240-32.050(6) | - | telephone number changes |
| 4 CSR 240-32.070(4) | - | public coin telephone |
| 4 CSR 240-33-030 | - | minimum charges rule |
| 4 CSR 240-33.040 (5) | - | financing fees |

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SYMBOLS

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

D - Delete or discontinue.

I - Change Resulting in an increase to a customer's bill.

M - Moved from another tariff location.

N - New

R - Change resulting in a reduction to a customer's bill.

T - Change in text or regulation.

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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 M.P.S.C. For example, 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the M.P.S.C. follows in its tariff approval process, the most current page number on file with the M.P.S.C. is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(l).

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TARIFF FORMAT

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A telephone line provided by local exchange carriers which connect a telephone or other communications device at a customer's location to Catholic Telecom Inc.'s underlying carrier's telecommunications network switching center(s).

Authorization or Account Code - A numerical code of four to eleven digits, one or more of which codes are available to a customer to enable the customer to lawfully connect its communication devices for the purpose of accessing the telecommunications networks of WebNet Communications, Inc.'s Underlying Carrier, and which thereby are used to prevent unauthorized network access and to identify the customer and its calling volumes for billing purposes.

Carrier or Company - WebNet Communications, Inc.

Customer - The person, firm, corporation, end user or other entity which orders or uses services and is responsible for the payment of charges.

Service Agreement - Company's standard form for the ordering and acceptance of a customer's request for and commitment to take Company's service offerings pursuant to this tariff.

M.P.S.C. - Public Service Commission of the State of Missouri.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Missouri.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

Company undertakes to provide only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within Missouri.

The Company's Services are available to its customers twenty-four hours per day, seven days per week.

2.2 Limitations

- 2.2.1** Service is offered subject to the availability of the facilities of Company's Underlying Carrier and the provisions of this tariff.
- 2.2.2** Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, including without limitation, for customer non-payment of charges; or when the customer's use of a service becomes or is in violation of the law or the provisions of this tariff.
- 2.2.3** The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.
- 2.2.4** In the event prior written permission from the Company is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company

- 2.3.1** Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.
- 2.3.2** Acceptance of the provisions of Section 2.3.1 by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.3.1.
- 2.3.3** Company shall be indemnified and held harmless by the customer against:
- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;
 - (B) Claims for patent infringement arising from a customer's use of its equipment, facilities, or systems with the Company's Services; and
 - (C) All other claims arising out of any act or omission of the customer in connection with any service provided by Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruption of Service

- 2.4.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3.1 herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, to negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.
- 2.4.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.4.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.
- 2.4.4 No credit shall be allowed:
- (A) For failure of services or facilities of customer; or
 - (B) For failure of services or equipment caused by the negligence or wilful acts of customer.
- 2.4.5 Credit for an interruption shall commence after customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.
- 2.4.6 Before customer notifies Company of an interruption, customer shall made reasonable attempts to ascertain that customer, a third party, or its or their actions and/or equipment is/are not the cause thereof.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruption of Service (Cont'd)

2.4.7 Credits are applicable only to that portion of service interrupted.

2.4.8 For purposes of credit computation, every month shall be considered to have 720 hours.

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

2.4.10 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.5 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in the Rules and Regulations of the Public Service Commission of the State of Missouri.

2.6 Deposits

The Company does not require a deposit from its customers.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Advance Payments

The Company does not collect advance payments.

2.8 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax and so forth) are listed as separate line items and are not included in the Company's scheduled rates.

2.9 Collections

2.9.1 In the event Company incurs fees or expenses, including attorney's fees, to collect, or to attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.

2.9.2 In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled. The duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either customer or Company in connection with such charges incurred under this tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Collections (Cont'd)

2.9.3 Customer agrees that all actions, suits, or proceedings to recover charges due under this tariff shall be prosecuted in the United States District Court for the Eastern District of Virginia. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service of any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum non conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.

2.10 Employee Concessions

There are no employee concessions.

2.11 Billing

Company bills its customers directly.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Usage Based Services

- 3.1.1 Long distance usage charges are based on the actual usage of the Company's network. Timing for all calls begin 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.
- 3.1.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.1.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is sixty (60) seconds.
- 3.1.4 Unless otherwise specified in this tariff, calls are billed in sixty (60) second increments.
- 3.1.5 Usage is measured and rounded up to the next higher increment for billing purposes.
- 3.1.6 There are no billing charges applied for incomplete calls.
- 3.1.7 The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

3.2 Outbound Interexchange Service

The Company's service is provided for use by presubscribed Customers or Authorized Users. Calls are routed over the Company's resold transmission and switching facilities to any valid NPA-NXX in the state of Missouri.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.3 800/888/887 Service

800/888/887 service provides for the termination of inbound toll-free calls to one-party exchange access lines from points within Missouri to Customer premises within Missouri.

3.4 Calling Card Service

Carrier offers a calling card, which allows Customer to gain access to its long distance service from anywhere in Missouri via a toll-free access number with service billed back to the Customer's account. Calling Card service allows customers to originate outbound, direct dial long distance calls.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.5 Directory Assistance

The Company provides standard Directory Assistance.

3.6 Services Not Available

Carrier does not offer 900, 911, collect, or third-party billed calling.

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SECTION 4 - RATES

4.1 General

Switched equal access services for 1+, toll free access and calling card services are available to business and residential customers 24 hours a day, seven days a week.

4.2 Billing Increments

Calls are billed in one-minute increments with a minimum billing increment of two minutes for 1+ and toll free access services and three minutes for calling card services.

4.3 Uncompleted Calls

No charge is made for uncompleted calls.

4.4 Time-of-Day and Distance Insensitive

Charges are billed on a postalized or flat rated basis.

4.5 Rates for 1+ and Toll Free Access

The following rates apply to 1+ and toll free access services.

\$0.18/minute

4.6 Rates for Calling Card service

\$0.27/minute

4.7 Miscellaneous Charges

4.7.1 Remote Access Surcharge

A surcharge applies to all calls made using an access code for remote (from non-presubscriber lines) call origination.

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SECTION 4 - RATES

\$0.40/call

4.7.2 Directory Assistance

A Directory Assistance charge applies whether or not the requested number is provided. Up to two requests for listings within a single area code may be made on each call to Directory Assistance. If Directory Assistance is asked to dial the call, the charges applicable under 4.5 or 4.6 apply for the duration of the call.

\$0.95/call

4.7.3 Intrastate Network Access Charges

A charge applies to recover the access component of calling services as levied by local service providers.

Primary Residential Service	\$0.062876/line
Single Line Business Service	0.062876/line
Secondary Residential Service	0.062876/line
Multi-line Business Service	0.062876/line

4.7.4 Taxes and Regulatory Fees and Expenses

A charge equal to the taxes imposed or regulatory fees assessed, plus Company's cost of collection and administration shall be made of \$0.018 per each minute of call duration for all 1+ and toll free access services and of \$0.027 each minute of all calling card call duration

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SECTION 4 - RATES (Cont'd)

4.8 Directory Assistance Charge

\$0.85/call

4.9 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

4.10 Returned Check Charge

Carrier charges a fee of \$15.00 for any check returned for insufficient funds.

4.11 Method of Computing Charges

Charges for each call are totaled by rate period. If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., \$1.4266 would be rounded up to \$1.43).

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