

**P.S.C. Mo. No. 1**

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258209v2

**REGULATIONS AND SCHEDULE OF CHARGES APPLYING TO LONG DISTANCE  
MESSAGE TELECOMMUNICATIONS SERVICES BETWEEN POINTS IN THE  
STATE OF MISSOURI**

**FOR**

**ENHANCED GLOBAL CONVERGENCE SERVICES, INC. d/b/a eGCS**

Intrastate Long Distance Message Telecommunications Service is furnished throughout the State of Missouri by means of wire, radio, satellite or any other suitable technology or combination thereof.

Service is furnished on a state-wide basis.

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45 High Street  
Nashua, NH 03060

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**TARIFF FORMAT**

**Page Numbering** - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

**CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS**

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No participating carriers

**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of intrastate telecommunications services by ENHANCED GLOBAL CONVERGENCE SERVICES, INC. d/b/a eGCS between points in the State of Missouri

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

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

**Authorization Code** - A numerical code, one or more of which are assigned to a Customer to enable it to access the Service provided by the Company and to identify the Customer for billing purposes.

**Carrier or Company** - Whenever used in this tariff, "Carrier," "Company," refers to ENHANCED GLOBAL CONVERGENCE SERVICES, INC. d/b/a eGCS unless otherwise specified or clearly indicated by the context.

**Commission** - Missouri Public Service Commission

**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.

**LEC** - Local Exchange Company.

**Local Access and Transport Area (LATA)** - refers to a geographically based area to which Bell Operating Companies (BOCs) telecommunications service is currently confined. Section 3(25) of the Telecommunications Act of 1934 defines LATAs as those areas established prior to enactment of the 1996 Act by a BOC such that no exchange area includes points within more than one metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or established or modified by a BOC after such date of enactment and approved by the Commission.

**RBOC** - Regional Bell Operating Company.

**Prepaid Account** - An inventory of Telecom Units purchased in advance by the Customer; the Prepaid Account is associated with a specific Authorization Code and Prepaid Calling Card

**Prepaid Calling Card** - A card issued by the Company, associated with an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

**Telecom Unit** - A measurement of telecommunications service equivalent to one minute of usage between any two points within this State.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of The Company**

The Company's services and facilities are furnished for telecommunications services between and among points within the State of Missouri as specified herein. The Company installs, operates, and maintains the communications services provided in accordance with the terms and conditions set forth in this tariff.

**2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company 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.

**2.3 Responsibility and Use**

- 2.3.1 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited subject to the terms and conditions set forth herein and in any applicable Service Order. Subject to the limitations and conditions set forth in this tariff, services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.3.2 Customer is solely responsible for (i) prevention of unauthorized unlawful or fraudulent use of or access to Services; and (ii) administration and non-disclosure of any Authorization Codes provided by the Company to the Customer.

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

**2.4 Liabilities of the Company**

- 2.4.1 The Company'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.
- 2.4.4 The Company shall not be liable and Customer shall indemnify, defend and hold harmless the Company and its officers, directors, employees, agents and representatives, free and harmless from any and all claims, actions, suits, liability, loss, damages, costs, expenses, judgments, deficiencies, charges and reasonable fees of legal counsel arising out of or in connection with: (a) any claims of whatever nature by a third party for damages with respect to the provision of telecommunications services by the Customer; and (b) any claim by any third party for commissions or other compensation allegedly arising from the resale of the Services sold to the Customer under this tariff.

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

**2.4 Liabilities of Company, cont.**

- 2.4.5 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.6 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- 2.4.7 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 due to the nonpayment of any amount due to the Company for services under this tariff or due to the depletion of Telecom Units associated with the Company's Prepaid Calling Cards.
- 2.4.8 **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

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

**2.5 Deposits**

The Company does not require a deposit from the Customer.

**2.6 Payment for Service**

As a prepaid calling card provider the Company does not anticipate issuing bills to end users. However, the Company reserves the right to issues bills, subject to the rules of the Missouri Commission and, to the extent not inconsistent, the following rules:

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, interexchange carrier, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of appropriate regulatory agencies. Any objections to billed charges must be promptly reported to the Company or the Company's billing agent. Customers may contact the Company at Enhanced Global Convergence Services, Inc. d/b/a eGCS, 45 High Street, Nashua, NH 03060; or by telephone number 603-889-8411. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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

**2.7 Refusal or Discontinuance by Company**

The Company may refuse or discontinue service without liability to the Customer under the following conditions:

- 2.7.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.7.2 For use of telephone service for any other purpose than that described in this tariff.
- 2.7.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.7.4 For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.
- 2.7.5 For nonpayment of bills.
- 2.7.6 In the event that Customer or Authorized User uses equipment in such a manner as to adversely affect the Company's equipment or service to others.
- 2.7.7 In the event of tampering with the equipment or services owned by Company or its agents.
- 2.7.8 In the event of unauthorized or fraudulent use of service.
- 2.7.9 By reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Carrier from furnishing such services.
- 2.7.10 For extended periods of inactivity.
- 2.7.11 If underlying carrier notifies the Company of "abuse" of the services being purchased from such underlying carrier and the Company reasonably believes in good faith that the abuse cited by the Carrier relates to the Services purchased by the Customer hereunder.

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

**2.8 Interruption of Service**

Credit allowances for interruptions of service are subject to the general liability provisions set forth in Section 2.4 and general Prepaid Calling Card provisions in Section 3.1 herein. However, no credit allowance shall be provided for interruptions due to testing or equipment adjustments by the Carrier, the negligence of the Customer, or for the failure of channels, equipment or communications systems provided by the Customer. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

**2.9 Restoration of Service**

The use and restoration of service shall be in accordance with the rules and regulations of the Commission.

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

**2.10 Inspection, Testing, and Adjustment**

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

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

The Carrier may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

**2.12 Cost of Collection and Repair**

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

**2.13 Late Fee**

As a prepaid calling card provider the Company does not anticipate issuing bills to end users. However, the Company reserves the right to issues bills, subject to the rules of the Missouri Commission and, to the extent not inconsistent, the following rules:

A late fee of 1.5% monthly may be charged on any past due balances beginning 30 days from the mailing date of the bill.

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

**2.14 Returned Check Charges**

A fee of \$20.00, or five percent of the amount of the check, whichever is greater, may be charged for each check returned for insufficient funds.

**2.15 Reconnection Charge**

A reconnection fee of \$25.00 per occurrence may be charged when service is re-established for customer accounts that have been disconnected for non-payment.

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**SECTION 3 - DESCRIPTION OF SERVICE**

**3.1 Prepaid Calling Card Service.**

This service permits use of the Company's Prepaid Calling Cards for placing long distance calls. Customers may purchase the Company's Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Prepaid Calling Cards are available at a variety of face values ranging from ten dollars (\$10.00) to fifty dollars (\$50.00) in ten dollar increments. The Company's Prepaid Calling Card service is accessed using the Company's toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call, which includes applicable taxes, is deducted from the remaining Telecom Unit balance on the Customer's Prepaid Calling Card. The Company's Prepaid Calling Cards are offered at the rates listed in Section 4.2 below.

All calls must be charged against a Prepaid Calling Card issued by the Company that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur when one (1) minute remains before the balance will be depleted, based upon the terminating location of the call.

Calls in progress will be terminated by the Company if the balance on the Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid Prepaid Calling Card prior to termination.

A card will expire 12 months from the date of purchase, or the date of last recharge, whichever is later.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT.**

**3.1 Prepaid Calling Card Service, Cont.**

Credit allowances for calls pursuant to the Company's Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900", and NXX "976" calls, therefore such calls can not be completed.

**3.2 Specialized Pricing Arrangements.**

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT.**

**3.3 Timing of Calls**

- 3.3.1 Long distance usage charges are based on the actual usage of the Company's network. The Company will determine that a call has been established by signal from the local telephone company.
- 3.3.2 Minimum billed call duration and billing increments may differ from product to product.
- 3.3.3 Usage is measured and rounded to the next higher billing increment for billing purposes.
- 3.3.4 There is no billing applied for incomplete calls.

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**SECTION 4 - RATES**

**4.1 Computation of Charges**

Usage charges for Prepaid Calling Card Service are based on the total duration of the call and applicable charges. Usage sensitive charges for a specific call are calculated by multiplying the applicable service rate listed in Section 4.2 below by each one minute increment or Telecom Unit, or fraction thereof, for that call. The Company's rates vary depending upon the local exchange carrier (LEC) serving the called party. To determine the applicable rate, identify the approximate geographic destination of the call by determining the LATA within which the call will terminate. The LATA can generally be identified by determining from the list below, the state and city nearest to the actual termination point of the call. The applicable rate is then determined by the identity of the LEC terminating the call. If that LEC is a Bell Operating Company such as Southwestern Bell Telephone Company the applicable rate is found in the column marked RBOC. If that LEC is not a Bell Operating Company the rate is found in the column marked Other LEC.

**SECTION 4 - RATES, CONT.**

**4.2 Rates**

LATA	STATE	CITY	RBOC (Southwestern Bell)	OTHER LECS
520	MO	St. Louis	0.0218	0.1260
521	MO	Columbia	0.0218	0.1260
522	MO	Springfield	0.0308	0.1260
524	MO	Kansas City	0.0218	0.1260

Note: Rates may vary  
according to volume  
and term in separately  
negotiated contracts.

DIR. ASSISTANCE	0.8400 per call
ALL WIRELESS CALLS	1.00 per minute
ALL AUDIO TEXT CALLS	1.00 per minute

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