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November 23, 1999

FILED<sup>2</sup>  
NOV 23 1999  
Missouri Public  
Service Commission

Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 3660  
Jefferson City, Missouri 65102

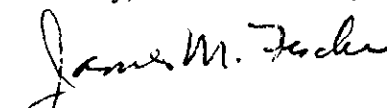
RE: *In re: The Application of Legacy Long Distance International, Inc. for a Certificate of Service Authority to Provide Competitive Intrastate Interexchange Telecommunications Service and Alternative Operator Services in Missouri*

Dear Mr. Roberts:

Enclosed are the original and six (6) copies of the tariff of Legacy Long Distance International, Inc. for filing in the above-referenced matter. A copy of the foregoing tariff has been hand-delivered or mailed this date to parties of record.

Thank you for your attention to this matter.

Sincerely,

  
James M. Fischer

/jr  
Enclosures

cc: Office of the Public Counsel

0000481

**MISSOURI**  
**INTEREXCHANGE TELECOMMUNICATIONS TARIFF**  
**OF**  
**LEGACY LONG DISTANCE INTERNATIONAL, INC.**

This tariff contains the descriptions, regulations and rates applicable to the provision of interexchange telecommunications by Legacy Long Distance International, Inc. within the state of Missouri. This tariff is on file with the Public Service Commission of Missouri and copies may be inspected, during normal business hours, at the Company's principal place of business.

Legacy Long Distance International, Inc. operates as a competitive telecommunications company within the state of Missouri.

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Effective: January 7, 2000

Issued by:

Mr. Curtis A. Brown - President  
One World Trade Center, Suite 1460  
Long Beach, California 90831-1000

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**APPLICATION OF TARIFF**

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the state of Missouri by Legacy Long Distance International, Inc., subject to the jurisdiction of the Public Service Commission of Missouri.

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### SYMBOLS

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

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.

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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 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. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- 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.

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**STATEMENT OF COMPETITIVE CARRIER STATUS**

Legacy Long Distance International, Inc. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

Section 392.240 (1)	- Ratemaking
Section 392.270	- Property valuation (ratemaking)
Section 392.280	- Depreciation accounts
Section 392.290	- Issuance of securities
Section 392.310	- Stock and debt issuance
Section 392.320	- Stock dividend payments
Section 392.330	- Issuance of securities, debt and notes
Section 392.340	- Reorganization(s)

**Commission Rules**

4 CSR 240-10.020	- Depreciation fund income
4 CSR 240-30.010(2)(C)	- Rate schedules
4 CSR 240-30.040	- Uniform System of Accounts
4 CSR 240-32.030(1)(B)	- Exchange boundary maps
4 CSR 240-32.030(1)(C)	- Record keeping
4 CSR 240-32.030(2)	- In-state record keeping
4 CSR 240-32.050(3)	- Local office record keeping
4 CSR 240-32.050(4)	- Telephone directories
4 CSR 240-32.050(5)	- Call intercept
4 CSR 240-32.050(6)	- Telephone number changes
4 CSR 240-32.070(4)	- Public coin telephone
4 CSR 240-33.030	- Minimum charges rules
4 CSR 240-33.040(5)	- Financing Fees

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

Access - Access to Legacy's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Aggregator - Any person, excluding local exchange carriers and cellular service providers, that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company 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 or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

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

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

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Travel Card call, Calling Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Travel Card, Calling Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

Calling Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Commission - Public Service Commission of Missouri.

Common Carrier - A company or entity providing telecommunications services to the public.

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

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Credit Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a commercial credit card, such as Visa or MasterCard.

Debit Card - A pre-established account number (typically associated with a card), issued by the Company and purchased by a Customer for access to the Company's network for the purpose of placing long distance telephone calls.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States vs. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

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

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed and operator assisted intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the state of Missouri.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company's operator.

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted call.

Operator Services - Any telecommunication service that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion, or both, of an intrastate interLATA telephone call through a method other than:

- (i) automatic completion with billing to the telephone from which the call originated; or
- (ii) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

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

Operator Service Provider ("OSP") - Any person or entity that provides operator services by using either live or automated operator functions. When more than one entity is involved in processing an operator service call, the party billing the calls shall be considered the OSP. However, subscribers to customer-owned pay telephone service shall not be deemed to be an OSP.

Operator Station Calls - An Operator Assisted call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached through a PBX attendant.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Person-to-Person Calls - An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

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

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Presubscribed Provider of Operator Services - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

Provider of Operator Services - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the Missouri Public Service Commission.

Real Time Rated - An intrastate call placed with the assistance of an operator, for which charges are collected by an Aggregator, normally a hotel or motel, may be a hospital, from the guest or occupant of the room from which the call originated. A call of this type requires that Legacy communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator. Calls of this type are rated according to the Real Time Rate Schedules herein.

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

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Third Party Calls - An Operator Assisted call for which charges are billed not to the originating number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

Service is offered to residential and business Customers of the Company to provide direct dialed and operator assisted calls originating and terminating partially or wholly within the State of Missouri, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days 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 Legacy 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.

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

**2.2 Limitations, (Cont'd.)**

- 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.
- 2.2.4 All services and facilities provided under this tariff are directly or indirectly controlled by Legacy 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.
- 2.2.4 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Use**

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

**2.4 Liabilities of Company**

**2.4.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.

**2.4.2** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Liabilities of Company, (Cont'd.)**

- 2.4.3** Legacy shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over Legacy or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.
- 2.4.4** Legacy is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5** Legacy shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.

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

**2.4 Liabilities of Company, (Cont'd.)**

- 2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.4.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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

**2.5 Deposits**

The Company does not require deposits from customers.

**2.6 Advance Payments**

The Company does not require advance payments from customers.

**2.7 Taxes and Fees**

**2.7.1** All state and local taxes (i.e., federal excise taxes, gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

**2.7.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. Any new line item assessments shall be submitted to the Commission in the form of a tariff revision. All charges and fees, other than taxes and franchise fees, will be submitted to the Commission for approval.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Taxes and Fees, (Cont'd.)****2.7.3 Public Pay 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 interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

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.

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.

Rate per Call	\$0.30
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Payment and Credit Regulations**

**2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

**2.8.2 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Payment and Credit Regulations, (Cont'd.)****2.8.2 Payment for Service, (cont'd.)**

- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (F) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (G) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (H) Legacy will not bill for unanswered calls in areas where Equal Access is available, nor will Legacy knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, Legacy will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (I) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

**2.10 Billing Entity Conditions**

When billing functions on behalf of Legacy are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact Legacy directly. If there is still a disagreement about the disputed amount after investigation and review by Legacy or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Compliance with Regulatory Requirements**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the Commission.

**2.12 Interconnection**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

**2.13 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

**2.13.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;

**2.13.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to Legacy operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

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

**2.13 Denial of Access to Service by the Company, (Cont'd.)**

**2.13.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

**2.13.4** Failure to pay a previously owed bill by the same Customer at another location.

**2.14 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.15 Reinstitution of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

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

**2.16 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

**2.17 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 when the interruption is less than twenty-four consecutive hours.

**2.18 Reservation of Toll Free Numbers**

Legacy will make every effort to reserve "vanity" toll free numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

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

**2.19 Responsibilities of the Subscriber**

- 2.19.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.19.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by Legacy on the Subscriber's behalf.
- 2.19.3** If required for the provision of Legacy's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to Legacy.
- 2.19.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and Legacy when required for Legacy personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of Legacy's Services.
- 2.19.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with Legacy's facilities or services, that the signals emitted into Legacy's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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

**2.19 Responsibilities of the Subscriber, (Cont'd.)**

- 2.19.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Legacy's equipment, personnel, or the quality of Service to other Subscribers or Customers, Legacy may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Legacy may, upon written notification, terminate the Subscriber's service.
- 2.19.7** The Subscriber must pay Legacy for replacement or repair of damage to the equipment or facilities of Legacy caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.19.8** The Subscriber must pay for the loss through theft or fire of any of Legacy's equipment installed at Subscriber's premises.

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

**2.20 Responsibilities of Authorized Users**

- 2.20.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.20.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.20.3** The Authorized User is responsible for providing Legacy with a valid method of billing for each call. Legacy reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or Legacy may refuse to place the call.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.21 Responsibilities of Aggregators**

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

**2.21.1** Aggregators must post on the telephone instrument, in plain view of Authorized Users,

- (A) The name, address, and toll-free telephone number of the provider of operator services; and
- (B) A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
- (C) The name and address of the enforcement division the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services; and
- (D) Any other information required by state or federal regulatory agencies or law.

**2.21.2** Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.

**2.21.3** Legacy shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if Legacy reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Consumer Protection Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

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

**2.22 Requirements of the Company for Operator Services**

**2.22.1** The Company will be responsible for the following items relating to the provision of operator services:

- (A) The Company will not bill for incomplete calls where answer supervision is available. The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon subscriber notification or the Company's knowledge;
- (B) The caller and billed party, if different from the caller, will be advised that the Company is the operator service provider at the time of the initial contact;
- (C) Rate quotes will be given upon request, at no charge, including all rate components and any additional charges;
- (D) The Company will only bill for tariffed services, as defined in this tariff, on any issued LEC bill. Additionally, the Company's name will be included on the LEC bill, if the LEC has multicarrier billing ability;
- (E) The Company will employ reasonable calling card verification procedures acceptable to the company issuing the calling card.
- (F) The Company will route all 0- or 0- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge;
- (G) The Company will transfer calls to other authorized interexchange carriers or to the LEC, if billing can list the caller's actual origination point.

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

**2.22 Requirements of the Company for Operator Services, (Cont'd.)**

**2.22.1 (cont'd.)**

- (H)** The Company will refuse operator services to traffic aggregators which block access to other carriers.
- (I)** The Company will assure that traffic aggregators will post and display information including: (1) that the Company is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange carriers.

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES**

**3.1 General**

Legacy Long Distance International, Inc. offers outbound long distance, operator assisted, in-bound toll free and travel card services to its customers. Rates for these services vary by product. All Legacy's services are available 24 hours a day, seven days a week.

Legacy's Operator Assisted Service is provided for use by presubscribed Customers as well as transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the Missouri Public Service Commission and the Federal Communications Commission.

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.2 Determination of Call Duration and Timing of Calls**

- 3.2.1 For Direct Dialed Calls and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.2 Chargeable time ends when the connection is terminated.
- 3.2.3 Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4 The initial and additional timing periods for billing purposes vary by product and are specified in Section 3 of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Legacy will reasonably issue credit for the call.

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.3 Time of Day Rate Periods**

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD					EVE	
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD						
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

- 3.3.1** Day, Evening, and Night/Weekend times are determined by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.3 Time of Day Rate Periods, (Cont'd.)**

**3.3.2** The time when connection is established is determined in accordance with the time - standard or daylight savings - legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies to all intrastate direct dialed and operator assisted calls.

**3.3.3** The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

New Year's Day	**
Martin Luther King Day	*
President's Day	*
Memorial Day	*
Independence Day	**
Labor Day	*
Columbus Day	*
Veterans Day	**
Thanksgiving Day	*
Christmas Day	**

\* = Applies to Federally recognized days only.

\*\* = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.4 Calculation of Distance**

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1:** Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2:** Obtain the difference between the "V" coordinates of each of the serving 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 originating and terminating serving wire centers of the call.

**Formula:**

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

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.5 Operator Services**

**3.5.1 Determination of Charges**

The charges for Operator Services are determined by the:

- distance between applicable rate centers
- time of day and day of week
- duration of call
- class of call

Rates are charged in full minute increments. The minimum charge for each call is one full minute; each additional minute is charged in whole minute increments.

**3.5.2 Classes of Services**

Service is offered on a Customer Dialed Calling Card Station, Operator Station, Person-to-Person or Real Time Rated-Operator Station/Person-to-Person basis. Day, Evening, Night and Weekend rates apply to all classes of services.

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.5 Operator Services, (Cont'd.)**

**3.5.3 Application of Operator Services Rates**

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Service charge and/or surcharge for operator assisted calls, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e., station-to-station or person-to-person). The usage charge element is specified as a rate per minute that applies to each minute of call duration, with a minimum charge for each call of one minute, and fractional minutes of use thereafter counted as one full minute or a portion thereof (incremental billing)

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.5 Operator Services, (Cont'd.)****3.5.4 Rate Schedules - Per Minute Charges****(A) Intrastate InterLATA Operator Service Rates**

- (1) **Customer Dialed Calling Card/Operator Dialed Calling Card/Operator Station Billed to Third Party, Collect and Sent Paid Non-Coin/Person-to-Person Billed to Calling Card or Other Than Sent Paid Coin/Real Time Rated Billed to a Calling Card**

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

Mileage Band	Day		Evening		Night/Weekend	
	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period
All	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.5 Operator Services, (Cont'd.)****3.5.4 Rate Schedules - Per Minute Charges****(B) Intrastate IntraLATA Operator Service Rates**

- (1) **Customer Dialed Calling Card/Operator Dialed Calling Card/Operator Station Billed to Third Party, Collect and Sent Paid Non-Coin/Person-to-Person Billed to Calling Card or Other Than Sent Paid Coin/Real Time Rated Billed to a Calling Card**

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

<b>Mileage Band</b>	<b>Day</b>		<b>Evening</b>		<b>Night/Weekend</b>	
	<b>Initial Period</b>	<b>Each Add'l Period</b>	<b>Initial Period</b>	<b>Each Add'l Period</b>	<b>Initial Period</b>	<b>Each Add'l Period</b>
All	\$0.4000	\$0.4000	\$0.4000	\$0.4000	\$0.4000	\$0.4000

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.5 Operator Services, (Cont'd.)****3.5.5 Rate Schedule - Per Call Surcharges****(A) InterLATA Per Call Surcharges**

	<u>Billed To LEC</u>	<u>Billed To Credit Card</u>
Customer Dialed Calling Card Station		
Automated	\$1.75	\$1.75
Operator Assisted	\$3.95	\$3.95
Operator Must Assist	\$1.75	\$1.75
Operator Dialed Calling Card Station	\$3.95	\$3.95
Operator Station*	<u>Automated</u>	<u>Operator Assisted</u>
Collect	\$2.95	\$4.50
Billed to Third Party	\$2.95	\$4.50
Sent Paid, Non-Coin	\$2.95	\$4.50
Person to Person*	\$6.75	\$6.75

\* - Includes Real Time Rated Calls

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.5 Operator Services, (Cont'd.)****3.5.5 Rate Schedule - Per Call Surcharges, (cont'd.)****(B) IntraLATA Per Call Surcharges**

	Billed To <u>LEC</u>	Billed To <u>Credit Card</u>
Customer Dialed Calling Card Station		
Automated	\$1.75	\$1.75
Operator Assisted	\$3.95	\$3.95
Operator Must Assist	\$1.75	\$1.75
Operator Dialed Calling Card Station	\$3.95	\$3.95
Operator Station*	<u>Automated</u>	<u>Operator Assisted</u>
Collect	\$2.95	\$4.50
Billed to Third Party	\$2.95	\$4.50
Sent Paid, Coin	\$1.90	\$1.90
Sent Paid, Non-Coin	\$2.95	\$4.50
Person to Person*	\$6.75	\$6.75

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.6 Legacy Commercial Long Distance Service**

Legacy Commercial Long Distance Service provides the Customer with the ability to place outbound calling service from their business location. Calls are billed and rated as described in each plan.

**3.6.1 Commercial Rate Plan A**

Miles	Day	Evening	Night
All	\$0.1290	\$0.1290	\$0.1290

**Billing Increments:**

Initial Period - Thirty (30) Second Minimum  
Additional Period - Six (6) Second Increment

**3.6.2 Commercial Rate Plan B**

Miles	Day	Evening	Night
All	\$0.1490	\$0.1490	\$0.1490

**Billing Increments:**

Initial Period - Thirty (30) Second Minimum  
Additional Period - Six (6) Second Increment

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.7 Legacy Residential Long Distance Service**

Legacy Residential Long Distance Service provides the Customer with the ability to place outbound calling service from their residence location. Calls are billed and rated as described in each plan.

**3.7.1 Residential Rate Plan A**

Miles	Day	Evening	Night
All	\$0.1290	\$0.1290	\$0.1290

**Billing Increments:**

Initial Period - One (1) minute  
Additional Period - One (1) minute

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.8 Legacy Toll Free Service**

Legacy Toll Free Service permits inbound calls to be completed to the customer's location without charge to the calling party. Calls are billed and rated as described in each plan.

**3.8.1 Toll Free Rate Plan A**

Miles	Day	Evening	Night
All	\$0.0690	\$0.0690	\$0.0690

Monthly Service Charge: \$2.50

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

**3.8.2 Toll Free Rate Plan B**

Miles	Day	Evening	Night
All	\$0.0790	\$0.0790	\$0.0790

Monthly Service Charge: \$2.50

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.8 Legacy Toll Free Service, (Cont'd.)****3.8.3 Toll Free Rate Plan C**

Miles	Day	Evening	Night
All	\$0.1090	\$0.1090	\$0.1090

**Billing Increments:**

Initial Period - One (1) minute

Additional Period - One (1) minute

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.9 Legacy Travel Card Service**

Legacy Travel Card Service allows the Customers to place calls within the State of Idaho while away from home or office. Calls are billed and rated as described in each plan.

**3.9.1 Travel Card Rate Plan A**

Miles	Day	Evening	Night
All	\$0.190	\$0.190	\$0.190

Surcharge Per Call: \$0.00

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.10 Legacy Hospitality Service**

Legacy Hospitality Long Distance Service provides the Customer, who serve mostly transient End Users, with the ability to place outbound calling service from their hospitality location. Calls are billed and rated as described in each plan. Hospitality Customers subscribing to Hospitality Rate Plans B, C or D are required to sign a contract with the company that details the terms and conditions of service for these offerings.

**3.10.1 Hospitality Rate Plan A**

Miles	Day	Evening	Night
All	\$0.0690	\$0.0690	\$0.0690

Monthly Service Charge: \$3.50

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

**3.10.2 Hospitality Rate Plan B**

Miles	Day	Evening	Night
All	\$0.079	\$0.079	\$0.079

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.10 Legacy Hospitality Service, (Cont'd.)****3.10.3 Hospitality Rate Plan C**

Miles	Day	Evening	Night
All	\$0.0890	\$0.0890	\$0.0890

## Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

**3.10.4 Hospitality Rate Plan D**

Miles	Day	Evening	Night
All	\$0.0990	\$0.0990	\$0.0990

## Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

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**SECTION 4 - MISCELLANEOUS SERVICES****4.1 Return Check Charge**

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Missouri law and Commission regulations.

**4.3 Directory Assistance**

Directory Assistance is available to Customers of Legacy service. 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.

**Directory Assistance, Per Call**

InterLATA Directory Assistance	\$1.10
IntraLATA Directory Assistance	\$0.48

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## **SECTION 5 - PROMOTIONS**

### **5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

### **5.2 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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