

ADOPTION NOTICE

Now Communications, Incorporated of Delaware d/b/a Cleartel Communications (f/k/a Now Acquisition Corporation) hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all tariffs filed with the Public Service Commission, State of Missouri, by Now Acquisition Corporation prior to May 25, 2006.

Issued: May 25, 2006

Effective: June 26, 2006

CANCELLED
June 24, 2010
Missouri Public
Service Commission
LD-2010-0328

Ken Baritz, President
2855 South Congress
Delray Beach, FL 33445

Filed
Missouri Public
Service Commission
LN-2006-0448

Schedule of Rates, Rules and Regulations
Governing Resale of Basic Local Service
Provided in the State of Missouri

OFFERED BY

**NOW COMMUNICATIONS, INCORPORATED OF DELAWARE
D/B/A CLEARTEL COMMUNICATIONS**

Applying generally to its authorized territories within the State of Missouri.

This tariff applies to the Company's resale of AT&T Missouri, CenturyTel, Spectra, and Sprint Missouri (Sprint) services in specified exchanges within the Company's certificated area in the State of Missouri.

NOW COMMUNICATIONS, INCORPORATED OF DELAWARE
D/B/A CLEARTEL COMMUNICATIONS IS A
COMPETITIVE TELECOMMUNICATIONS COMPANY
UNDER THE REVISED STATUTES OF MISSOURI
PURSUANT TO COMMISSION CASE NO. TA-98-390

Issued: September 18, 2007

Effective: October 19, 2007

Randy Muench, Vice President – Chief Marketing Officer (T)
2855 South Congress Avenue (T)
Delray Beach, FL 33445 (T)

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Schedule of Rates, Rules and Regulations
Governing Resale of Basic Local Service
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NOW ACQUISITION CORPORATION

Applying generally to its authorized territories within the State of Missouri.

This tariff applies to the Company's resale of Southwestern Bell Telephone, L.P., d/b/a SBC Missouri (SBC), Sprint Missouri, Inc., CenturyTel of Missouri, LLC., and Spectra Communications Group, LLC services in specified Exchanges within the Company's certificated area in the State of Missouri.

**NOW ACQUISITION CORPORATION OPERATES AS A
COMPETITIVE TELECOMMUNICATIONS COMPANY
IN THE STATE OF MISSOURI**

Issued: July 25, 2003

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Ken Baritz, President
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

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NOW Communications, Incorporated of Delaware d/b/a Cleartel Communications has received a waiver by the Missouri Public Service Commission of the following Statutes and Regulations:

(T)
(T)

STATUTES

Section 392.210.2	--	uniform system of accounts
Section 392.240.1	--	rate-making
Section 392.270	--	valuation of property (ratemaking)
Section 392.280	--	Depreciation accounts
Section 392.290	--	issuance of securities
Section 392.300.2	--	acquisition of stock
Section 392.310	--	stock and debt issuance
Section 392.320	--	stock dividend payment
Section 392.330	--	issuance of securities; debts and notes
Section 392.340	--	reorganizations

COMMISSION RULES

4 CSR 240-3.545(2)(C)	--	posting of rate schedules
4 CSR 240-3.550(5)(C)	--	exchange boundary maps
4 CSR 240-10.020	--	depreciation fund income
4 CSR 240-30.040	--	uniform system of accounts
4 CSR 240-35	--	reporting of bypass and customer specific arrangements

**CONCURRENCE IN THE TERMS AND CONDITIONS
IN OTHER CARRIERS' APPROVED TARIFFS**

NONE

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STATUTES

Section 392.210.2	--	uniform system of accounts
Section 392.240.1	--	rate-making
Section 392.270	--	valuation of property (ratemaking)
Section 392.280	--	Depreciation accounts
Section 392.290	--	issuance of securities
Section 392.300.2	--	acquisition of stock
Section 392.310	--	stock and debt issuance
Section 392.320	--	stock dividend payment
Section 392.330	--	issuance of securities; debts and notes
Section 392.340	--	reorganizations

COMMISSION RULES

4 CSR 240-3.545(2)(C)	--	posting of rate schedules
4 CSR 240-3.550(5)(C)	--	exchange boundary maps
4 CSR 240-10.020	--	depreciation fund income
4 CSR 240-30.040	--	uniform system of accounts
4 CSR 240-33.030	--	minimum charges rule

**CONCURRENCE IN THE TERMS AND CONDITIONS
IN OTHER CARRIERS' APPROVED TARIFFS**

NONE

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SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- To signify a change in regulation.
- To signify deleted or discontinued rate, regulation or condition.
- To signify a change resulting in an increase to a customer's bill.
- To signify material moved from or to another part of tariff with no change in text, rate rule or condition.
- To signify new rate, regulation, condition or sheet.
- To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule, or condition.
- To signify a reference to other published tariffs.
- (Z) To signify a correction.

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TARIFF FORMAT SHEETPage 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, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

Page Revision Numbers.

Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Missouri Public Service Commission. For example, the 4th revised Page 34 cancels the 3rd revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.

Paragraph Numbering Sequence.

There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

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2.1.1.A.1.(a).I.
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INTRODUCTION

This tariff contains the regulations and rates applicable to the furnishing of resold basic local telecommunications services by NOW Communications, Incorporated of Delaware d/b/a Cleartel Communications (hereinafter referred to as the Company") within the State of Missouri within the exchanges and local calling scopes of the following incumbent local exchange carriers:

(T)

I. Southwestern Bell Telephone Company:

Kansas City Metropolitan Exchanges

Gladstone
Independence
Parkville
Raytown
South Kansas City
Belton
Blue Springs
East Independence
Lee's Summit
Liberty
Nashua
Tiffany Springs

St. Louis Metropolitan Exchanges

Ferguson
Ladue
Mehlville
Overland
Riverview
Sappington
Webster Groves
Bridgeton
Creve Coeur
Florissant
Kirkwood
Oakville
Spanish Lake

Springfield Metropolitan Exchanges

Fair Grove
Nixa
Republic
Rogersville
Strafford
Willard

Other Southwestern Bell Exchanges

Camdenton	Lake Ozark Osage Beach	Oak Ridge
Cape Girardeau	Manchester	Old Appleton
Carthage	Marshall	Oran
Cedar Hill	Maxville	Patton
Chesterfield	Mexico	Paynesville
Chillicothe	Monett	Pierce City
DeSoto	Moberly	Pocohontas-New Wells
Dexter	Neosho	Portage Des Sioux
Eldon	Nevada	Portageville
Excelsior Springs	Pacific	Puxico
Farmington	Perryville	Quilin
Fenton	Pond	Richmond
Festus-Crystal City	Poplar Bluff	Richwoods
Flat River	St. Charles	Risco
Fulton	St. Clair	Rushville

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I. Southwestern Bell Telephone Company:

Kansas City Metropolitan Exchanges

Gladstone
Independence
Parkville
Raytown
South Kansas City
Belton
Blue Springs
East Independence
Lee's Summit
Liberty
Nashua
Tiffany Springs

St. Louis Metropolitan Exchanges

Ferguson
Ladue
Mehlville
Overland
Riverview
Sappington
Webster Groves
Bridgeton
Creve Coeur
Florissant
Kirkwood
Oakville
Spanish Lake

Springfield Metropolitan Exchanges

Fair Grove
Nixa
Republic
Rogersville
Strafford
Willard

Other Southwestern Bell Exchanges

Camdenton	Lake Ozark	Osage Beach	Oak Ridge
Cape Girardeau	Manchester		Old Appleton
Carthage	Marshall		Oran
Cedar Hill	Maxville		Patton
Chesterfield	Mexico		Paynesville
Chillicothe	Monett		Pierce City
DeSoto	Moberly		Pocahontas-New Wells
Dexter	Neosho		Portage Des Sioux
Eldon	Nevada		Portageville
Excelsior Springs	Pacific		Puxico
Farmington	Perryville		Qulin
Fenton	Pond		Richmond
Festus-Crystal City	Poplar Bluff		Richwoods
Flat River	St. Charles		Risco
Fulton	St. Clair		Rushville

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I. Southwestern Bell Telephone Company Exchanges (continued)

Gravois Mills	St. Joseph	Ste. Genevieve
Hannibal	Sedalia	St. Marys
Harvester	Sikeston	San Antonio
High Ridge	Union	Scott City
Imperial	Valley Park	Senath
Jackson	Washington	Slater
Joplin	Webb City	Smithville
Kennett	Kirksville	Stanberry
Montgomery City	Morehouse	Trenton
New Franklin	New Madrid	Tuscumbia
Versailles	Vienna	Walnut Grove
Wardell	Ware	Wellsville
Westphalia	Wyatt	
Adrian	Carrollton	Grain Valley
Advance	Caruthersville	Gray Summit
Agency	Center	Greenwood
Altenburg-Frohna	Chaffee	Hayti
Arnold	Charleston	Herculaneum-Pevely
Archie	Clarksville	Higbee
Arglye	Clever	Hillsboro
Armstrong	Climax Springs	Holcomb
Ash Grove	Deering	Hornersville
Beaufort	KeKalb	Jasper
Bell City	Delta	Knob Noster
Benton	Downing	Lamar
Billings	East Prairie	LaMonte
Bismark	Edina	Lancaster
Bloomfield	Elsberry	Leadwood
Bloomsdale	Essex	Lilbourn
Bonne Terre	Eureka	Linn
Boonville	Farley	Lockwood
Bowling Green	Fayette	Louisiana
Brookfield	Fisk	Macks Creek
Campbell	Frankford	Malden
Cardwell	Fredrickstown	Marble Hill
Carl Junction	Freeburg	Marceline
	Gideon	Marionville
	Glasgow	Marston
		Meta

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II. GTE

Alton, Amazonia, Annapolis, Arcola, Ashland, Augusta, Aurora, Ava, Avenue City, Avilla, Belgrade, Belle, Belleview, Birch Tree, Bland, Blue Eye, Bolckow, Boss, Bourbon, Bradleyville, Branson, Branson West, Braymer, Bronaugh-Moundville, Brunswick (Triplett), Buffalo, Bunker, Cabool, Calendonia, Cameron, Canton, Cape Fair, Cassville, Caulfield, Cedar Creek, Centerville, Centralia, Chamois, Clarence, Clark, Clarksdale, Collins, Columbia, Concordia, Conway, Cosby, Crane, Cross Timbers, Cuba, Dadeville, Dalton, Dardenne / Lake St. Louis, Defiance, Dora, Easton, Edgar Springs, Eldorado Springs, Elkland, Ellsinore, Elmer, Eminence, Everton, Ewing, Exeter, Fillmore, Foley, Fordland, Foristell, Forsyth, Fremont, Gainesville, Galena, Golden City, Gorin, Gower, Greenfield, Grovespring, Hallsville, Hamilton, Hartville, Hawk Point, Helena, Hermann, Hermitage, High Hill, Highlandville, Holstein, Houston, Humansville, Hunnewell, Hurley, Irondale, Ironton, Jamestown, Jenkins, Jerico Springs, Jonesburg, Kahoka, Keytesville, Kidder, Kimberling City, Kingston, Koshkonong, LaBelle, Laddonia, LaGrange, La Plata, Lawson, Leasburg, Lesterville, Lewistown, Licking, Louisburg, Lowry City, Macon, Manes, Mano, Mansfield, Marshfield, Marthasville, Maysville, Milo, Monroe City, Montauk Park, Monticello, Morrison, Moscow Mills, Mount Sterling, Mt. Vernon, Mtn. Grove, Mtn. View, Nebo, New Melle, Niangua, Norwood, Oates, O'Fallon, Old Monroe, Osborn, Osceola, Ozark, Palmyra, Paris, Perry, Pittsburg, Plattsburg, Potosi, Prairie Home, Preston, Protem, Raymondville, Reeds Spring, Revere, Roby, Rocheport, Rockaway Beach, Rockville, Rosendale, St. James, St. Peters, Safe, Santa Fe, Sarcoxie, Savannah, Schell City, Seymour, Shelbyville, Sheldon, Shell Knob, Sparta, Stewartsville, Stoutsville, Sturgeon, Summersville, Thayer, Theodosia, Thomasville, Timber, Trimble, Troy, Truxton, Turney, Urbana, Van Buren, Vanzant, Vichy, Walker, Warrenton, Washburn, Wasola, Wayland (including Alexandria base rate area), Weableau, Wentzville, West Plains, West Quincy, Wheatland, Whitesville, Willow Springs, Winfield, Winona, Wolfdridge, Wright City

III. Sprint

Appleton City, Blackburn, Blairstown, Brazito, Buckner, Butler, Calhoun, California, Camden Point, Centertown, Centerview, Chilhowee, Clarksburg, Clinton, Coal, Cole Camp, Craig, Dearborn, Deepwater, Edgerton, Eugene, Fairfax, Ferrelview, Ft. Leonard Wood, Green Ridge, Hardin, Harrisonville, Henrietta, Holden, Holt, Hopkins, Houstonia, Ionia, Jefferson City, Keamey, King City, Kingsville, Lake Lotawana, Lebanon, Leeton, Lexington, Lincoln, Lone Jack, Malta Bend, Maryville, Missouri City, Montrose, Mound City, New Bloomfield, Newburg, Norbome, Oak Grove, Odessa, Orrick, Otterville, Pickering, Platte City, Pleasant Hill, Richland, Rolla, Russellville, Salem, St. Robert, St. Thomas, Smithton, Strasburg, Sweet Springs, Syracuse, Taos, Tarkio, Tipton, Urich, Warrensburg, Warsaw, Waverly, Waynesville, Wellinton, Weston, Windsor.

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1.0 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

Access Code

"Access Code" means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

Authorized User

"Authorized User" means a person, firm, company, corporation, or other entity who is authorized by the Customer to take Service under this Tariff.

Automatic Number Identification (ANI)

"Automatic Number Identification" or "ANI" refers to the calling telephone number identification which will be forwarded to the Carrier's network by the Local Exchange Company ("LEC") as a call is placed. Feature Group D interconnections are used to gain access to a Carrier's switched telecommunications service.

Carrier

"Carrier" means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

"Commission" means the Missouri Public Service Commission.

Credit(s)

"Credit(s)" has the meaning set forth in Section 2.24 hereof.

Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.24 hereof.

Customer

"Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order orders Service(s) under this Tariff. Customer shall include both residential and business customers.

Customer Information Bulletin

"Customer Information Bulletin" means that information described subsequently in this tariff and mailed or delivered to the Customer after receipt of the Service Order.

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1.0 Technical Terms and Abbreviations (cont.)**FCC**

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

"Holidays" means all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Interruption

"Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by subscriber for a continuous period of thirty (30) minutes or more.

Local Exchange Carrier ("LEC")

"LEC" means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" ("LATA") means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which an LEC provides communications service.

Minimum Service Period

"Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes Services under this Tariff.

Other Providers

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

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1.0 Technical Terms and Abbreviations (cont.)**Performance Failure**

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Prepaid Residential Telecommunications Service ("Prepaid Service")

"Prepaid Residential Telecommunications Service" ("Prepaid Service") is resold basic local telecommunications services, including local calling ("dialtone"), for which the Company will not perform consumer credit checking or application screening. Under Prepaid Service the Company will not require a deposit from the customer. This term shall also have the meaning set for in Section 3.1.1 hereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s), (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

"Resale Tariff(s)" means the tariff(s) of one or more Underlying Carriers.

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Tariff.

Service Commencement Date

"Service Commencement Date" means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, or in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service, or (ii) another, mutually agreed upon date.

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1.0 Technical Terms and Abbreviations (cont.)**Service Order**

"Service Order" means (i) an agreement between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

Sign Up Fee

"Sign Up Fee" means a fee charged by the Company at the time service is ordered to process the Customer's Service Order and connect service.

Subscriber

"Subscriber" means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

TDD

"TDD" means a Telecommunications Device for the Deaf.

Termination (Terminate)

"Termination" (or "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.

Third Party Billing Companies

"Third Party Billing Companies" means, collectively, any clearinghouse, LEC or Other Provider, credit card company or other third party, who bills Customers for Services on the Company's behalf.

Underlying Carrier(s)

"Underlying Carrier(s)" means the LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Tariff.

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6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

CANCELLED
June 24, 2010
Missouri Public
Service Commission
LD-2010-0328

Filed
Missouri Public
Service Commission

2.0 RULES AND REGULATIONS

The Company is a reseller of regulated local exchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements or Resale Tariffs, which are on file with, and have been approved by, the Commission.

Undertaking of the Company

2.1.1 Obligation to Provide Service. The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may from time to time reasonably require if otherwise consistent with this tariff. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern. The Service Order becomes a contract upon the establishment of service or provision of any ordered facilities.

2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) payment of all applicable charges by Customer consistent with this tariff.

Right to Block Services in the Event of Fraud. The Company reserves the right to block services to any Subscriber location without any liability whatsoever, in the event that the Company detects or reasonably suspects fraudulent or unlawful use of the Services at said location.

2.2 Responsibility and Use

2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited.

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2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Resale Tariff(s).

2.4 RESERVED FOR FUTURE USE

2.5 Interconnection

2.5.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.

2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.6 Equipment

2.6.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.

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2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulation (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

2.7 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while in the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.9 RESERVED FOR FUTURE USE

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or Subscriber with Regulation (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.11 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services at any time within ten (10) business days after receipt or mailing of the Customer Information Bulletin described in Section 5.0 of this tariff.

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2.12 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by giving written or oral notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

2.13 Service Order Cancellation and Refund of Processing Fee and MSP Recurring Charges

If a Customer cancels the Service Order, the Sign Up Fee (described later in this Tariff) and the recurring charges for the MSP are subject to refund at any time before Service is commenced pursuant to the Customer's Service Order. The preceding notwithstanding, the Sign Up Fee and the recurring charges for the MSP shall be refundable to the Customer upon cancellation if cancellation is requested within 10 business days after mailing or delivery of the Customer Information Bulletin described in this Tariff.

2.14 Billing and Payments

2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access.

2.14.2 All amounts stated on each monthly bill are due and payable as set out in Paragraph 2.14.4

2.14.3 Customers may pay for service by check, credit card, money order, or cash at a Company authorized Agent location. Payments for service mailed to the Company must be in the form of a Money Order or Personal or Certified Check. Credit card payments are accepted by the Company by telephone. Payment for reconnection of service as provided in this Tariff may be made in any reasonable manner, including personal check. The Company may refuse payment by personal check if the Customer, within the last twelve (12) months, has tendered payment in this manner and the check has been dishonored, excepting bank error. Except as otherwise provided above, personal checks will not be accepted as a form of payment.

2.14.4 Charges for Prepaid Service will be mailed to Customer on a monthly (30 days) basis, in advance, on the 22nd day of each month for the following month's service, and shall be due 21 days thereafter.

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2.14.5 The Company issues bills on a monthly basis, received by the Customer on or about the same day each month.

2.14.6 The Company will not alter the billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a Customer requests a number or billing change or when the Customer disconnects and reconnects service or transfers service from one premises to another.

2.14.7 The Company allows customers at least 21 days to pay bill charges.

The Company will set forth the following on residential bills:

- A. the number of access lines for which charges are stated;
- B. the beginning and ending dates of the billing period;
- C. the date the bill becomes delinquent if not paid on time;
- D. the unpaid balance (if any);
- E. the amount for basic service and an itemization for the amount due for toll service, if applicable, including the date and duration of each toll call;
- F. an itemization of the amount due for taxes, franchise fees, Relay Missouri surcharge, 911 surcharges (if applicable) and other surcharges as may be necessary and appropriate if approved by the Commission;
- G. the total amount due; and
- H. a telephone number where inquires may be made.

2.14.8 During the first billing period in which a residential customer receives service, the Company provides each customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.

2.14.9 Payment Convenience Fee

Customers making credit card or check payments by calling in to our customer service and/or payment assistance departments will be assessed a \$5.00 Payment Convenience Fee the day of the transaction

(N)

2.15 Customer Cancellation of Service

If the customer cancels service after ten business days passes from mailing (date of postmark) or delivery of the Customer Information Bulletin, the prepaid service charges, plus associated taxes, shall be pro-rated for the actual number to days during which service has been provided with the non-used portion being refunded to the customer.

2.16 Deposits

The Company does not require a deposit.

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2855 South Congress Avenue
Delray Beach, FL 33445

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- C. the date the bill becomes delinquent if not paid on time;
- D. the unpaid balance (if any);
- E. the amount for basic service and an itemization for the amount due for toll service, if applicable, including the date and duration of each toll call;
an itemization of the amount due for taxes, franchise fees, Relay Missouri surcharge, 911 surcharges (if applicable) and other surcharges as may be necessary and appropriate if approved by the Commission;
- G. the total amount due; and
- H. a telephone number where inquiries may be made.

2.14.8 During the first billing period in which a residential customer receives service, the Company provides each customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.

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If the customer cancels service after ten business days passes from mailing (date of postmark) or delivery of the Customer Information Bulletin, the prepaid service charges, plus associated taxes, shall be pro-rated for the actual number to days during which service has been provided with the non-used portion being refunded to the customer.

Deposits

The Company does not require a deposit.

2.17 Taxes

The Customer is responsible for payment of any and all taxes including without limitation franchise fees, excise taxes, sales taxes, use taxes, gross receipts, excise or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of network services. Imposition of all other non-tax surcharges or fees are subject to prior Commission approval and are in addition to the base rates set forth in this tariff.

2.18 Discontinuation

2.18.1 Service may be discontinued for any of the following reasons:

- 2.18.1.A nonpayment of an undisputed delinquent charge;
- 2.18.1.B unauthorized use of telephone utility equipment in a manner, which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- 2.18.1.C failure to substantially comply with terms of a settlement agreement;
- 2.18.1.D refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
- 2.18.1.E material misrepresentation of identity in obtaining telephone utility service;
- 2.18.1.F as approved by federal or state law.

2.18.2 Service may not be discontinued by the Company for failure to pay charges not subject to Missouri Public Service Commission's jurisdiction unless specifically authorized in this tariff.

2.18.3 Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the office of the Company are not available to facilitate reconnection of service or on a day immediately preceding such day.

2.18.4 Customers shall have at least 21 days from the rendition of a bill to pay the charges stated.

2.18.5 Residential service shall not be discontinued unless written notice by first-class mail is sent or delivered to the customer at least five days prior to the date of the proposed discontinuance.

2.18.6 At least 24 hours preceding a discontinuance the Company shall make reasonable efforts to contact the customer to advise of the proposed discontinuance and what steps must be taken to avoid it.

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2.18.7 Notices of discontinuance shall contain the following information:

- 2.18.7.A** the name, address and telephone number of the customer;
- 2.18.7.B** a statement of the reason for the proposed discontinuance and the cost for reconnection;
- 2.18.7.C** the date after which service will be discontinued unless appropriate action is taken;
- 2.18.7.D** how a customer may avoid the discontinuance;
- 2.18.7.E** the customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full;
- 2.18.7.F** the telephone number where the customer may make an inquiry;
- 2.18.7.G** a statement that this notice will not be effective if the charges involved are part of an unresolved dispute;
- 2.18.7.H** a statement of the exception for medical emergency as follows:

Residential Emergency

The Company will postpone a discontinuance for a time not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide the Company with reasonable evidence of such necessity.

2.18.8 Settlement Agreement for Residential Customers

- 2.18.8.A** When a residential customer is unable to pay a charge in full when due, the Company shall permit the customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed to by both the Company and the customer. A copy of the settlement agreement shall be delivered or mailed to the customer upon request by the customer.
- 2.18.8.B** Matters treated by a settlement agreement shall not constitute a basis for discontinuance as long as the terms of the settlement agreement are followed.

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2.19 Restoration of Services

The customer's telephone service is subject to suspension and disconnection for any of the reasons listed in Section 2.18.1. If the customer does not resolve the reason for suspension or disconnection, the customer's service will first be suspended. If service is suspended, the customer's telephone number is reserved for 5 days, and if the customer is reconnected within that time, the customer will be charged a late fee of \$20.00. If the reason for suspension has not been resolved within the 5-day period of suspension, the customer's service will be disconnected. If service is disconnected, a new telephone number will be assigned and the customer will be again required to pay a new Sign Up Fee of \$69.00. Prior to any reconnection the customer must pay any unpaid charges that are undisputed.

Limitation of Liability

Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowance pursuant to the provisions of Section 2.24 hereof.

To the extent permitted by an applicable Regulation, the Company's liability for negligence will also be limited to the amount described in this Section.

In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.

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Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of service (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the company.

Any action or claim against the Company arising from any of its alleged acts or omission in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

Indemnification

Subject to the limitations of liability set forth in Section 2.20 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the others request against any such action, liability, claim or demand. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer,

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as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in liability to the indemnified party.

Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

libel or slander resulting from Subscriber's use of the Services;

any loss damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the service or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;

infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by and Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE or with other Subscriber-provided facilities or services; and

except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

Credits and Credit Allowances

Credit ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the company as described herein) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such credits are to be calculated by multiplying the monthly recurring rate (if any), for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720

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hours). An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is being rounded to the nearest hour.

In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s), which Company receives from the Underlying Carrier. Any other provision of this Section notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.

Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the facts, for example, that the Customer does not incur any fixed monthly charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

Local Calling Area

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

Access to Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all applicable Commission regulations and requirements related thereto.

Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all applicable Commission regulations and requirements.

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Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through not fault of the Company) of any Underlying Carriers' facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provision of this Tariff will remain in full force and effect.

Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Missouri.

Assignment

By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

Operator Services

The Company does not provide operator services. The Company blocks all 0+ and 0- operator assisted calls in the same manner as would the underlying LEC for the LEC's customers who are subject to toll blocking or toll restriction. The Company does not block 1-800 calls or access to 911 (where 911 is available).

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3.0 DESCRIPTION OF SERVICES

Resold Local Exchange Service

Resold local exchange service is provided by the Company through resale of local exchange access and local exchange service provided by an Underlying Carrier. The Company's Services consist of (i) Prepaid Service, (ii) Optional Service Features, (iii) Directory Listing Service, and (iv) 911 Service.

Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Missouri. Prepaid Service is available only within those exchanges and local calling areas listed in this tariff.

Prepaid Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Director Listing. The Company's Prepaid Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place call to toll-free "800" or "888" telephone numbers. The Company's Prepaid Service does not permit a Customer to originate calls to caller-paid information services (e.g., "900", "976", "711") or to local or long distance operator services (1+, 0-, 0+); the Company blocks all such calls.

Standard Features. Each Prepaid Service Customer is provided with only local exchange service.

Optional Features. Prepaid Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Forwarding, (iii) Three Way Calling, (iv) Unpublished Number, (v) Speed Dial, (vi) Call Return, (vii) Caller ID, and (viii) Call Trace.

Rates and Charges. The Company will charge a Prepaid Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.4.

3.1.2 Optional Service Features

3.1.2.A Call Waiting. A tone signals the Subscriber to indicate that another call is waiting. The Subscriber can answer the second call by flashing the switchhook or by hanging up the phone.

- 3.1.2.B Call Forwarding. The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.
- 3.1.2.C Three Way Calling. The Subscriber may sequentially call up to two other Customers' telephone numbers and add the calls together making a three way call.
- 3.1.2.D Unpublished Number. The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.1.2.E Speed Dial. The Subscriber may pre-select up to 30 pre-programmed telephone numbers by dialing a one or two-digit code.
- 3.1.2.F Call Return. The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.
- 3.1.2.G Caller ID. This feature enables the customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls.

When Caller ID is activated on a customer's line, the CPN of incoming calls is displayed on the called CPE during the first long silent interval of the ringing cycle.

Per line blocking for the blocking of CPN will be available upon request, at no charge, to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers where an executive officer of the agency registers a need for blocking and provides the required certification of the Company: (a) private, nonprofit, tax exempt, domestic violence intervention agencies, and (b) federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call.

Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (#82 on their Touch Tone pad or 1182 from a rotary phone) immediately prior to placing a call.

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A customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (#67 on the Touch Tone pad or 1167 from a rotary phone) immediately prior to place a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the Call ID customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephone Service. If the Caller ID customer also subscribe to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any customer subscribing to Caller ID will be responsible for the provision of a display device, which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

3.1.2.H Call Trace

Customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by the Company; or (2) the capability to utilize Call Trace on a per activation basis, as needed. Call Trace allows a Customer to dial a code (*57) to automatically request that the following information be recorded:

the originating telephone number;
the date and time of the call; and
the date and time call trace was activated.

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When Call Trace successfully identifies a calling number, a recording instructs the Customer to call a toll free number, which will activate a Voice Response Script and assist the Customer in establishing an open file. Should the Customer decide to prosecute the call-originating party, the Customer should contact the Company for further instructions. Activation of Call Trace never authorizes the Company to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the Customer's line.

Where the Company provides service in CenturyTel service areas, call trace capability is not available on a per call basis. If a subscriber wishes to have this capability, he/she must subscribe to the Company's Call Tracing Service. The rates applicable to this feature are set forth in section 4.4.1.C. The set up fee does not apply if the subscriber orders this feature at the initial service installation. A subscriber who subscribes to this feature who wishes to attempt a Call Trace must immediately after the threatening or harassing phone call press *57, and hold the line. A recording will inform the subscriber if the trace was successful, and how to proceed by contacting 911 and/or GTE's Nuisance Call Bureau. The recording will also provide the phone number of the Nuisance Call Bureau. Under no circumstances will the subscriber be provided the calling number. However, the Nuisance Call Bureau will follow up with law enforcement authorities according to GTE protocol.

Where the Company provides service in Sprint service areas, customers receiving annoying or anonymous calls may request a telephone number change at no charge by the Company, or the customer may utilize Call Trace on a per-activation basis with an associated charge per use. Call Trace allows the customer to dial *57 to automatically request that the following information be recorded: (a) the originating phone number (b) the date and time of the call (c) the date and time Call Trace was activated. When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll free number for assistance. If the Customer decides to prosecute the originating party, the Customer should contact the Company for further instructions. Activation of Call Trace never authorizes the Company to provide the called party with the calling party phone number. Call Trace is a feature, which must be activated through contact with the Company.

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3.1.2.1 Voice Mail

Service which allows calls to be answered when subscriber is unable to; consists of voice mail and answering services with remote accessibility.

Directory Listing Service

The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customers' main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange areas.

The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.

The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing, which is found to be in violation of this subpart.

In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

911 Emergency Service ("911 Service")

The Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.

At the time the Company provides local basic service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.

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June 24, 2010
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Service Commission
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Ken Baritz, President
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Boca Raton, FL 33487

Filed
Missouri Public
Service Commission

The Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to §190.310 RSMo.

The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunction in 911 Service.

By dialing 911, the 911 Service calling party waives all privacy right afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, address associated with the originating station location are furnished to the Public Safety Answering Point.

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4.0 RATES

4.1 Return Check Charge

The Customer will be charged twenty dollars (\$20.00) or the applicable statutory return check charge (if any), whichever is greater, whenever is greater a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Restoral / Restoration of Service Fee

The Customer will be charged a fee of \$20.00 for restoration after suspension of service. If the Customer is reconnected after disconnection of service the Customer shall be assigned a new telephone number and shall pay the applicable Connection Fee as set forth in Section 4.4.1.A to establish service. Prior to any reconnection allowed under this Tariff the Customer must pay any unpaid charges that are disputed.

4.3 Individual Case Basis ("ICB") Offerings

The Tariff may not specify the price of a Service in the Tariff as "ICB". The Company may or may not have an equivalent Service in its Tariff on file with the Commission, and the quoted ICB rates may be different than the Tariffed rates. An ICB must be provided under contract to a Customer and the contract filed (can be under seal) with the Commission. All Customers have non-discriminatory access to requesting the Service under an ICB rate.

(N)

(N)

March 5, 2009

Issued: February 3, 2009

Effective: ~~February 13, 2009~~

Randy Muench, President – Chief Marketing Officer (T)
12124 High Tech Ave (T)
Orlando, FL 32817 (T)

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4.0 **RATES**

4.1 **Return Check Charge**

The Customer will be charged twenty dollars (\$20.00) or the applicable statutory return check charge (if any), whichever is greater, whenever is greater a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 **Restoral / Restoration of Service Fee**

The Customer will be charged a fee of \$20.00 for restoration after suspension of service. If the Customer is reconnected after disconnection of service the Customer shall be assigned a new telephone number and shall pay the applicable Connection Fee as set forth in Section 4.4.1.A to establish service. Prior to any reconnection allowed under this Tariff the Customer must pay any unpaid charges that are disputed.

(T)

(T)

4.3 **Promotions**

Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, time (not to exceed one year), and/or locations, and shall be subject to prior notification to and approval by the Commission.

(D)

(D)

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Randy Muench, Vice President – Chief Marketing Officer
2855 South Congress Avenue
Delray Beach, FL 33445

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JL-2009-0564

FILED
Missouri Public
Service Commission

4.0 RATES**4.1 Return Check Charge**

The Customer will be charged twenty dollars (\$20.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Reconnection Fee

A customer will be charged a late fee of \$20.00 for reconnection after suspension of service. If the Customer is reconnected after disconnection of service, the Customer shall be assigned a new telephone number and shall pay a new Sign Up Fee (refer to 4.4.1.A) prior to reconnection. Prior to any reconnection allowed under this Tariff, the customer must pay any unpaid charges that are undisputed.

4.3 Promotions

Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, time (not to exceed one year), and/or locations, and shall be subject to seven (7) days prior notification to the Commission, identifying the promotion, and specifying the terms of the promotion, the location and dates of the promotion.

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4.4 Rates for Resold Local Exchange Services**4.4.1.A Non-Recurring Charges**

Directory Listing	No Charge
Sign Up Fee*	\$69.00
Account Transfer to New Address*	\$69.00
Change Existing Phone Number	\$22.50

(* includes first month of service)

4.4.1.B Recurring Charges

Monthly Prepaid Service	\$49.95
Plus Commission approved 911 and other charges and all applicable federal, state and local taxes	
Directory Listing	No Charge

4.4.1.C Optional Features**4.4.1.C.1 Non-Recurring Charges**

Optional Features Set up Fee	\$20.00
(For one or more services; waived if ordered at initial initiation of service)	

4.4.1.C.2 Recurring Charges

Call Waiting	\$5.00
Call Forwarding	\$5.00
Three Way Calling	\$5.00
Unpublished Number	\$5.00
Speed Dial	\$5.00
Call Return	\$5.00
Caller ID	\$10.00
Call Trace (per activation)	\$5.00
Call Trace (GTE areas only)	\$10.00
Voice Mail	\$10.00

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4.5 Directory Assistance

The Company does not provide directory assistance or access to directory assistance.

4.6 RESERVED FOR FUTURE USE

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5.0 CUSTOMER INFORMATION BULLETIN

Upon receipt of the Service Order, the Company will personally deliver or mail, by first class mail, the Customer Information Bulletin, the form of which will be as follows:

IMPORTANT CUSTOMER INFORMATION FOR YOUR REVIEW BEFORE SERVICE CONNECTION

Rights and Responsibilities of Missouri Residential Telephone Customers

This information is provided in accordance with the rule of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone customer.

Your Telephone Bill

You'll receive a detailed monthly telephone bill setting forth all services ordered and the charges for such services. NOW Communications, Incorporated of Delaware d/b/a Cleartel Communications only provides *prepaid* basic local services. The Company does not require a deposit for service. Payment for the first month's service is payable *in advance* with payment in advance for each month of service thereafter due in full within 21 days of the date of the bill. If we do not receive your *initial* payment within 10 days after your service is activated, or your subsequent payments within 21 days after the date of your monthly bill, your service will be subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date. (T)

Payment Arrangements

Payment must be sent to NOW Communications, Incorporated of Delaware d/b/a Cleartel Communications or made at one of our Agent locations. Payment for service may be made by check, credit card, money order or cash at an authorized Agent location. Payments for service mailed to the Company must be in the form of a Money Order or Personal or Certified Check. Credit card payments are accepted by the Company by telephone only. If you are temporarily having difficulty paying your telephone bill, please call the Company at 1-888-658-1400 between 7 AM and 9 PM Central Time, Monday through Friday or 8 AM and 6 PM Saturday and Sunday and contact the billing department. By doing this, you may avoid having your telephone service suspended or disconnected. Your service shall not be discontinued unless written notice by first-class mail is sent or delivered to you at least five days prior to the date of the proposed discontinuance. (T)
(T)
|
|
(T)

Issued: September 18, 2007

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Randy Muench, Vice President – Chief Marketing Officer
2855 South Congress Avenue
Delray Beach, FL 33445

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Payment Arrangements

Payment must be sent to NOW ACQUISITION CORPORATION or made at one of our Agent locations. Payment for service may be made by check, credit card, money order or cash at an authorized Agent location. Payments for service mailed to NAC must be in the form of a Money Order or Personal or Certified Check. Credit card payments are accepted by NAC by telephone only. If you are temporarily having difficulty paying your telephone bill, please call NAC at 1-888-658-1400 between 7 AM and 9 PM Central Time, Monday through Friday or 8 AM and 6 PM Saturday and Sunday and contact the billing department. By doing this, you may avoid having your telephone service suspended or disconnected. Your service shall not be discontinued unless written notice by first-class mail is sent or delivered to you at least five days prior to the date of the proposed discontinuance.

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Disconnection or Suspension of Telephone Service

Your telephone service is subject to suspension and disconnection for any of the reasons listed below. If you do not resolve the reason for suspension or disconnection, your service will first be suspended. If service is suspended your telephone number is reserved for five days, and if you are reconnected within that time there will be a restoration charge of \$20.00. If the reason for suspension has not been resolved within the 5-day period of suspension, your service will be disconnected. If service is disconnected and you then desire service, a new telephone number will be assigned you will be required to pay a new Sign Up Fee of \$69.00, which includes the first month of service, plus any amounts past due for undisputed charges. (T)

Your service may be suspended or disconnected for any of the following reasons:

1. Nonpayment of an undisputed delinquent account. Your service will not be discontinued for nonpayment of a delinquent charge until five days after a charge has become delinquent. Additionally, the Company will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your telephone service. (T)
2. Unauthorized use of telephone utility equipment in a manner, which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
3. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
4. Misrepresentation of the identity in obtaining telephone utility service.
5. Incurs charges and evidences an intent not to pay such charges when due.

Restoration of Service

After local telephone service has been shut off, the Company will restore your service when the reason for shut off has been remedied. Before restoring your service, the following will be required: (T)

1. Payment for all undisputed amounts must be received by the Company or its authorized Agent. (T)
2. The Sign Up Fee of \$69.00 (which includes one month of service) must be paid again if your service has been disconnected.
3. The Sign Up Fee will *not* be charged if your service has been suspended. If your service has been suspended you will be charged a restoration charge of \$20.00. Re-connection must be made during the five-day suspension period to avoid disconnection. (T)

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Delray Beach, FL 33445

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Disconnection or Suspension of Telephone Service

Your telephone service is subject to suspension and disconnection for any of the reasons listed below. If you do not resolve the reason for suspension or disconnection, your service will first be suspended. If service is suspended your telephone number is reserved for five days, and if you are reconnected within that time there will be a late charge of \$20.00. If the reason for suspension has not been resolved within the 5-day period of suspension, your service will be disconnected. If service is disconnected and you then desire service, a new telephone number will be assigned you will be required to pay a new Sign Up Fee of \$69.00, which includes the first month of service, plus any amounts past due for undisputed charges.

Your service may be suspended or disconnected for any of the following reasons:

Nonpayment of an undisputed delinquent account. Your service will not be discontinued for nonpayment of a delinquent charge until five days after a charge has become delinquent. Additionally, NAC will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your telephone service.

Unauthorized use of telephone utility equipment in a manner, which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.

Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.

Misrepresentation of the identity in obtaining telephone utility service.

Incurs charges and evidences an intent not to pay such charges when due.

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Payment for all undisputed amounts must be received by NAC or its authorized Agent.

The Sign Up Fee of \$69.00 (which includes one month of service) must be paid again if your service has been disconnected.

The Sign Up Fee will *not* be charged if your service has been suspended. If your service has been suspended you will be charged a late fee of \$20.00. Re-connection must be made during the five-day suspension period to avoid disconnection.

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Procedures for Handling Inquiries and Complaint

Telephone inquiries may be made directly by calling the Company at 1-888-389-1400 between 7 AM and 9 PM Central Time, Monday through Friday or 8 AM and 6 PM Saturday and Sunday. Written inquiries may be directed to:

(T)

NOW Communications, Incorporated of Delaware
d/b/a Cleartel Communications
Customer Service Department
2855 S. Congress Avenue
Delray Beach, FL 33445

(T)

(T)

Filing a Complaint with the Missouri Public Service Commission

If the Company cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 200 Madison Street, Jefferson City, Missouri 65101, toll-free at 1-800-392-4211 to file an informal complaint.

(T)

(T)

If your complaint cannot be resolved informally, you may file a formal complaint in writing with the Missouri Public Service Commission at their mailing address: 200 Madison Street, Jefferson City, Missouri 65101.

(T)

Also, the Missouri Office of the Public counsel, representing the public before the Public Service Commission, has an office at 200 Madison Street, Suite 650, Jefferson City, Missouri 65101. The Public Counsel's telephone number is 1-573-751-4857.

(T)

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Delray Beach, FL 33445

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Procedures for Handling Inquiries and Complaint

Telephone inquiries may be made directly by calling NAC at 1-888-389-1400 between 7 AM and 9 PM Central Time, Monday through Friday or 8 AM and 6 PM Saturday and Sunday. Written inquiries may be directed to:

NOW ACQUISITION CORPORATION
Customer Service Department
6590 West Rogers Circle, Suite 6A
Boca Raton, FL 33487

Filing a Complaint with the Missouri Public Service Commission

If NAC cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 200 Madison Street, Suite 100, Jefferson City, Missouri 65101, toll-free at 1-800-392-4211 to file an informal complaint.

If your complaint cannot be resolved informally, you may file a formal complaint in writing with the Missouri Public Service Commission at their mailing address: P. O. Box 360, Jefferson City, Missouri 65102.

Also, the Missouri Office of the Public Counsel, representing the public before the Public Service Commission, has an office at 200 Madison Street, Suite 650, Jefferson City, Missouri 65101. The Public Counsel's telephone number is 1-573-751-4857.

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OPERATOR SERVICES AND DIRECTORY ASSISTANCE

NOW Communications, Incorporated of Delaware d/b/a Cleartel Communications DOES NOT provide operator services or access to local or long distance directory assistance. (T)

TOLL SERVICES ARE BLOCKED

You are ordering Prepaid Service from NOW Communications, Incorporated of Delaware d/b/a Cleartel Communications Prepaid Service is a prepaid, switched, intrastate, basic local telecommunications service, which permits Customers to establish communications between two locations within the local calling areas in the State of Missouri in which NOW Communications, Incorporated of Delaware d/b/a Cleartel Communications is authorized to offer and provide service. (T)

Prepaid Service provides you with a single, voice-grade communications channel, including a telephone number and a Directory Listing. Prepaid Service permits you to:

- (i) place calls within your Local Calling Area;
- (ii) access 911 Service if available in your Local Calling Area;
- (iii) place calls to toll-free "800" or "888" telephone numbers.

Prepaid Service does not permit you to originate calls to direct dial (1+) or (0+) toll services; to caller-paid information services (e.g., "900", "976", "711"); or to (0-) operator access or services. Calls to telephone numbers used for toll services, caller-paid information services, or operator services *will be blocked by the Company*.

REFUND OF SIGN UP FEE AND CHARGES

A portion of the Sign Up Fee and Prepaid Service Charges you paid at the time you signed or authorized your Service Order can be refunded to you if you cancel service anytime within 10 business days from that date. The prepaid charges, plus associated taxes, shall be prorated for the actual number of days during which service has been provided with the non-used portion being refunded to you.

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OPERATOR SERVICES AND DIRECTORY ASSISTANCE

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TOLL SERVICES ARE BLOCKED

You are ordering Prepaid Service from NOW ACQUISITION CORPORATION. Prepaid Service is a prepaid, switched, intrastate, basic local telecommunications service, which permits Customers to establish communications between two locations within the local calling areas in the State of Missouri in which NOW ACQUISITION CORPORATION is authorized to offer and provide service.

Prepaid Service provides you with a single, voice-grade communications channel, including a telephone number and a Directory Listing. Prepaid Service permits you to:

- place calls within your Local Calling Area;
- access 911 Service if available in your Local Calling Area;
- place calls to toll-free "800" or "888" telephone numbers.

Prepaid Service does not permit you to originate calls to direct dial (1+) or (0+) toll services; to caller-paid information services (e.g., "900", "976", "711"); or to (0-) operator access or services. Calls to telephone numbers used for toll services, caller-paid information services, or operator services *will be blocked by the Company*.

REFUND OF SIGN UP FEE AND CHARGES

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6.0 PROMOTIONS

6.1 General

Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, time (not to exceed one year), and/or locations, and shall be subject to prior notification to and approval by the Commission.

6.2 Prepaid Plan Promotion

The "Prepaid Plan" Promotion is available to new Customers who subscribe to the Enhanced Prepaid Plan during the period from April 20, 2009 to June 30, 2009.

During this promotional period for the Enhanced Prepaid Plan, the nonrecurring installation charges and conversion is \$15.00. and the Taxes and Fees will be \$7.00. The Customer's Monthly Recurring Charges are reduced for the first month's of service as long as the Customer does not make any modifications during the initial 60-day period

	Reduced <u>Monthly Recurring Charge</u>
Enhanced Prepaid Plan	\$25.00

After the first month of service, the Customer's monthly recurring charges will be as listed in Section 4.4.1B Rates for Resold Local Exchange Services.

Returning Customers cannot qualify for a new promotion until they have been off the Company's network for at least ten (10) days.

This Promotion is not available to existing Customers.

Issued: April 13, 2009

Effective: April 20, 2009

Randy Muench, President – Chief Marketing Officer
12124 High Tech Ave
Orlando, FL 32817

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