

REC'D NOV 15 1999

GST Net, Inc.

Missouri P.S.C. Tariff No. 2
Original Title Page

REGULATIONS AND SCHEDULE OF CHARGES FOR
RESALE OF LONG DISTANCE
TELECOMMUNICATIONS SERVICES WITHIN
THE STATE OF MISSOURI

CANCELLED

APR 25 2003
By TD-03-339
Public Service Commission
MISSOURI

Missouri Public
Service Commission

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Missouri Public Service Commission
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Original Sheet 1WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-94-324 the following Rules and Regulations have been waived for the purpose of offering telecommunications services as set forth herein:

Statutory Provisions

392.240(1)	-	Ratemaking
392-270	-	Valuation of Property (Ratemaking)
392-280	-	Depreciation of Accounts
392-290	-	Issuance of Securities
392-310	-	Stock and Debt Issuance
392-320	-	Stock and Dividend Payment
392-330	-	Issuance of Securities
392-340	-	Reorganization(s)

Commission Rules

4CSR 240-10.020	-	Depreciation Fund Income
4CSR 240-30.101(2)(C)	-	Rate Schedule
4CSR 240-32.030(1)(B)	-	Exchange Boundary Maps
4CSR 240-32.030(1)(C)	-	Record Keeping
4CSR 240-32.030(2)	-	In-State Record Keeping
4CSR 240-32.050(3)	-	Local Office Record Keeping
4CSR 240-32.050(4)	-	Telephone Directory
4CSR 240-32.050(5)	-	Call Intercept
4CSR 240-32.050(6)	-	Telephone Number Changes
4CSR 240-32.070(4)	-	Public Coin Telephone
4CSR 240-33.030	-	Minimum Charges Rule

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APPLICATION OF TARIFF

This tariff contains the regulations and schedule of charges applicable to the provision of resold long distance telecommunications services available to business customers by GST Net, Inc. GST Net, Inc.'s Tariff is available for review with Missouri Public Service Commission ("Commission").

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CONTACT INFORMATION

Customer complaints, bill inquiry, new service or disconnect requests:

GST Net, Inc.
4317 NE Thurston Way
Vancouver, WA 98662
Toll Free (800) 622-4478

Commission contact - Tariff information:

GST Telecom, Inc.
Tariff Manager
4001 Main Street
Vancouver, WA 98663
(360) 356-7100

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Commission contact - complaints:

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This Tariff contains all effective rates and rules, together with information relating to the resale of long distance telecommunications services offered to customers in the State of Missouri by GST Net, Inc.

EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- (C) to signify changed condition or regulation.
- (D) to signify discontinued rate, regulation or condition.
- (I) to signify increase.
- (M) to signify that material has been transferred from another sheet or place in the Tariff.
- (N) to signify new rate, regulation, condition or sheet.
- (R) to signify reduction.
- (T) to signify a change in text for clarification.

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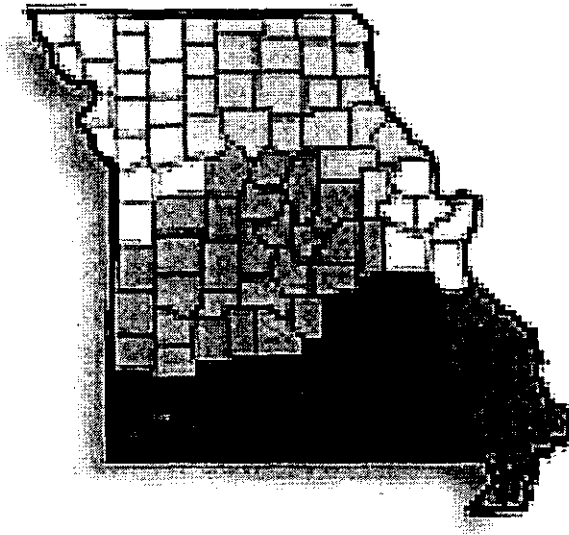
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TERRITORY

GST Net, Inc. provides intrastate telecommunications service to customers within the State of Missouri.



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TARIFF FORMAT

A. Sheet Numbering:

Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers:

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

C. Paragraph Numbering Sequence:

These are four levels of paragraph coding. Each level of coding is subservient to the next higher level:

2.1
2.1.1
2.1.1(A)
2.1.1(A)1

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SECTION 1
TECHNICAL TERMS

1.1 Definitions

Certain terms used generally throughout this Tariff are defined below:

Advanced Payment: Part or all of a payment required before the start of service.

Central Office: Company facilities where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.

Commission: The Missouri Public Service Commission.

Company: GST Net, Inc., the issuer of this Tariff.

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Joint User: A person, firm or corporation which is designated by the customer as a user of services furnished to the customer by GST Net, Inc. and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Local Exchange Service: The transmission of public two-way switched communications furnished within a local exchange area, i.e., a geographic area encompassing one or more local communities, as described in maps, tariffs, or rate schedules filed with the Commission, where local exchange rates apply.

LEC: Local Exchange Carrier, any person or entity providing local exchange service.

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Original Sheet 10TECHNICAL TERMS1.1 Definitions (Cont'd)

Recurring Charges: The monthly charges to the customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the service order or this Tariff, in which case the Service Commencement Date is the date of the customer's acceptance. The Company and customer may mutually agree on a substitute service commencement date.

Service Order: The request for services executed by the customer and the Company in the format devised by the Company. The acceptance of a service order by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

Switched Inbound Calls: Refers to calls that are terminated via the customer's LEC-provided local exchange access line.

Switched Outbound Calls: Calls to stations within the customers LATA may be placed by dialing "10+NXX" or "101XXXX"/"10XXX" plus 1+10-digit number.

User or End User: A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.

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Original Sheet 11SECTION 2
GENERAL REGULATIONS

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2.1 Description of Service - General

The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the State of Missouri.

Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

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

This Tariff shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.

Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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GENERAL REGULATIONS

2.2 Customer Application for Service

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff.

At the expiration of the initial term specified in each service order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by the customer by verbal or written notice. Any termination shall not relieve the customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination.

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GENERAL REGULATIONS2.3 Customer Bills

The name of the Company will be clearly identified on the customer's bill. Each bill will prominently show the toll-free telephone number, as well as mailing address, to direct service or billing inquiries. In those instances where a billing agent is employed, the name of the billing agent will be identified on the bill. Additional notations on the bill include:

2.3.1 The charges for services requested by the customer;

2.3.2 Billing detail including the period of service covered by the bill;

2.3.3 Late payment charge(s) when applied;

2.3.4 The due date of the bill;

2.3.5 State and federal taxes, if applicable;

2.3.6 The interstate customer line charges, if applicable.

2.3.7 All charges and fees are subject to Missouri P.S.C. jurisdiction, except taxes and (N)
franchise fees which will be submitted to Missouri P.S.C. for prior approval. (N)

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MISSOURI2.4 Establishment and Reestablishment of Credit

The Company may conduct a credit investigation of a new customer prior to accepting the service order or customer's deposit. A customer whose service has been discontinued for nonpayment of bills will be required to reestablish credit before service is restored. The Company may require a customer to pay all amounts past due in addition to any connection charges and/or a deposit.

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GST Net, Inc.

GENERAL REGULATIONS

2.5 Rendering and Payment of Bills

2.5.1 Payment for Service

The customer is responsible for the payment of all charges for services furnished by the Company to the customer.

The Company will apply any partial payment of a bill to a discharge of what is due for basic service before applying the payment for what is due for any other service.

2.5.2 Billing and Collection of Charges

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

- (A) Non-recurring charges are due and payable upon presentation of the invoice.
- (B) The Company shall present invoices for recurring charges monthly to the customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon presentation of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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GENERAL REGULATIONS

2.5 Rendering and Payment of Bills (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- (D) Billing of the customer by the Company will begin on the service commencement date, which is the day on which the Company notifies the customer that the service or facility is available for use. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) A bill is considered past due if it remains unpaid after the due date stated on the bill.
- (F) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor.
 - 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- (G) The customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the customer to the Company which a financial institution refuses to honor.

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GENERAL REGULATIONS

2.5 Rendering and Payment of Bills (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- (H) Customers have up to 45 days from the presentment of the bill to initiate a dispute over charges or to receive credits.
- (I) If service is disconnected by the Company for cause as specified following and later restored, restoration of service will be subject to all applicable installation charges.

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GENERAL REGULATIONS2.6 Disputed Bills

The customer may dispute a bill only by verbal or written notification to the Company delivered within 45 days after presentment of the statement. Unless such notice is received in the timely fashion indicated above, the billing statement shall be deemed to be correct and payable in full by customer.

In the event of a billing dispute between the customer and the Company for services rendered to the customer which cannot be settled to their mutual satisfaction, the customer may make the following arrangement:

- 2.6.1 First, the customer may request an investigation and review by the Company of the disputed amount. The Company will comply with such request.
- 2.6.2 The undisputed portion of the bill must be paid by the Due Date shown on the bill or the service will be subject to disconnection if the Company has notified the customer by written notice of such delinquency and impending termination.
- 2.6.3 If the customer is unable to resolve any dispute with the Company, the customer may then request information or assistance from the Commission.
- 2.6.4 A customer shall be rebilled under the appropriate Tariff schedule when:
 - (A) The customer was billed under a Tariff schedule for which the customer was not eligible; or
 - (B) The customer was eligible for billing under more than one schedule but was billed under a schedule contrary to the customer's election or if the customer's election was based on erroneous information provided to the Company.

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GENERAL REGULATIONS

2.6 Disputed Bills (Cont'd)

2.6.5 Nothing in 2.6.4 above requires the Company to adjust billing when it has acted in good faith based on the information available.

2.6.6 If the Company underbills as a result of its omission or negligence and the amount owed by the customer has accumulated over a period of one month and exceeds \$25, the Company will offer and enter into reasonable arrangements for payment of the amount owed by the customer. If the Company overbills a customer, the Company will refund the overbilled amount. The Company may refund the overbilled amount by a credit on future bills; provided that if the refund amount is \$25 or more, the Company shall offer the customer a choice of a cash refund.

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GENERAL REGULATIONS

2.7 Denial or Discontinuance of Service

2.7.1 Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written for month-to-month or multi-month service arrangements; however a multi-month service arrangement must be followed by written confirmation within thirty (C) (30) calendar days.

2.7.2 Cancellation for Cause by the Company

(A) The Company may deny or discontinue service to a customer without the customer's permission and without prior notice for any one or more of the following reasons:

- 1) If a condition immediately dangerous or hazardous to life, physical safety, or property exists;
- 2) Upon an order of any court, the Commission, or any other duly authorized public authority; or
- 3) If service was obtained fraudulently or without the authorization of the Company.

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GENERAL REGULATIONS2.7 Denial or Discontinuance of Service

2.7.1 Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written for month-to-month or multi-month service arrangements; however a multi-month service arrangement must be followed by written confirmation within ten (10) calendar days.

2.7.2 Cancellation for Cause by the Company

(A) The Company may deny or discontinue service to a customer without the customer's permission and without prior notice for any one or more of the following reasons:

- 1) If a condition immediately dangerous or hazardous to life, physical safety, or property exists;
- 2) Upon an order of any court, the Commission, or any other duly authorized public authority; or
- 3) If service was obtained fraudulently or without the authorization of the Company.

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GENERAL REGULATIONS

2.7 Denial or Discontinuance of Service (Cont'd)

2.7.2 Cancellation for Cause by the Company (Cont'd)

(B) The Company may deny or discontinue service to a customer without the customer's permission and with prior notice for one or more of the following reasons:

- 1) Nonpayment of a past due bill not in dispute;
- 2) Failure to make a security deposit or obtain a guarantee when one is required;
- 3) Obtaining service by subterfuge;
- 4) Unauthorized interference, diversion, or use of the Telecommunication service situated or delivered on or about the customer's premises;
- 5) Violation of any rule of the Company filed with the Commission;
- 6) Failure to comply with laws and regulations pertaining to telecommunications services; or
- 7) Failure of the customer to permit the Company reasonable access to the Company's facilities.

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GENERAL REGULATIONS

2.7 Denial or Discontinuance of Service (Cont'd)

2.7.2 Cancellation for Cause by the Company (Cont'd)

- (C) The customer will be notified in writing of the Company's intention to discontinue service and be allowed no less than five days from the date of the notification is mailed to the customer, the customer shall be allowed an additional two days to respond. All notices of proposed discontinuance will state:
- 1) The reason for and date of the scheduled discontinuance of service; and,
 - 8) Actions which the customer may take to avoid discontinuance of service.
- (D) The Company may refuse to provide service for nonpayment for any service.

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GENERAL REGULATIONS

2.7 Denial or Discontinuance of Service (Cont'd)

2.7.2 Cancellation for Cause by the Company (Cont'd)

- (E) The customer is responsible for providing adequate access lines to enable the Company to terminate all 8XX Service calls to the customer's telephone equipment. Should the customer have insufficient access lines on which to terminate 8XX Service calls, the Company reserves the right to request the customer to add additional lines for call terminations. If, after 90 days, the customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the customer's 8XX Service, with 30 days written notice.

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GENERAL REGULATIONS2.8 Temporary Service

Temporary service or service to speculative projects will be provided if consistent with the best interest of the Company.

2.9 Continuity of Service

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

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GST Net, Inc.

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GENERAL REGULATIONS2.10 Liability of the Company

2.10.1 The liability of the Company for damages arising out of the furnishing of its Services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption following. The extension of such allowances for interruption shall be the sole remedy of the customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.10.2 The Company shall not be liable for any delay or failure of performance of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, Commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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GENERAL REGULATIONS

2.10 Liability of the Company (Cont'd)

2.10.3 The Company shall not be liable for:

(A) any act or omission of any entity furnishing to the Company or to the Company's customers facilities used for interconnection with network services; or

(B) for the acts or omissions of a third party.

2.10.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the customer or due to the failure or malfunction of customer-provided facilities.

2.10.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

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GENERAL REGULATIONS2.10 Liability of the Company (Cont'd)

- 2.10.6 The Company is not liable for any defacement of or damage to customer premises resulting from the furnishing of services on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.10.7 The Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications.
- 2.10.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.10.9 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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GENERAL REGULATIONS2.11 Obligation of the Customer2.11.1 General

The customer shall be responsible for:

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

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

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GST Net, Inc.

GENERAL REGULATIONS

2.11 Obligation of the Customer (Cont'd)

2.11.2 Claims

With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agent, representatives or invitees; or
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the customer and the Company.

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GENERAL REGULATIONSMissouri Public
Service Commission2.12 Allowances for Interruptions in Service

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2.12.1 Credit Allowances for Interruptions

A credit allowance is applicable to that portion of a call which is interrupted due to poor transmission (e.g., noisy circuit condition), one-way transmission (one party is unable to hear the other), or involuntary disconnection (cut-off) of the call. A customer may also be granted credit for reaching a wrong number. To receive the proper credit, the customer must notify the Company operator or Company office and furnish the called number, the trouble experienced (e.g., cut-off, noisy circuit, reached wrong number, etc.), the class of call, and the approximate time the call was placed.

(A) Interruption to Established Calls

When a call to be billed under this tariff is interrupted due to cut-off, one-way transmission, or poor transmission conditions the customer will receive credit equivalent to the period in which the call was interrupted, i.e., the initial or additional period.

(B) Wrong Numbers

When a wrong number is reached, a credit equivalent to the initial period of the call will be granted if the customer reports the situation promptly to a Company operator, or a Company office.

(C)

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GST Net, Inc.

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GENERAL REGULATIONS2.12 Allowances for Interruptions in Service

Interruptions in service, which are not due to a customer's negligence or noncompliance with the provisions of this tariff or the operation or malfunction of the facilities, power or equipment provided by the customer, will be credited to the customer as set forth below for the part of the service that the interruption affects.

2.12.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days.
- (C) The Company will make appropriate adjustments or refunds to a customer when service to the customer is interrupted for reasons other than the negligence or willful act of the customer or remains interrupted for more than twenty-four hours after being reported or found to be out of order.
- (D) If service is interrupted by a natural or other disaster beyond the control of the telecommunications carrier, the Company will make adjustment and refunds to its affected customers if service is not restored within forty-eight hours.
- (E) The adjustment or refund is the prorated part of the month's charge for the days that service or facilities remained inoperative.
- (F) The refund may be made in the form of a credit on a subsequent bill.

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GST Net, Inc.

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No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) interruptions due to the negligence of any person other than the Company, including, but not limited to, the customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the customer continues to use the service on an impaired basis;
- (F) interruptions of service during a period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements.

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GENERAL REGULATIONS2.13 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.14 Prohibited Uses

2.14.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.14.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.14.3 The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.14.4 A customer or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges will apply.

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GENERAL REGULATIONS2.15 Unauthorized Use of the Network

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

2.15.1 Liability for Calling Card Fraud

- (A) The customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- (B) A Company calling card is a telephone calling card issued by the Company at the customer's request, which enables the customer or user(s) authorized by the customer to place calls over the network and to have the charges for such calls billed to the customer's account.
- (C) The customer must give the Company written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.
- (D) The customer is responsible for payment of all charges for services furnished to the customer or to users authorized by the customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the customer's service or customer-provided equipment by third parties, the customer's employees, or the public.

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GENERAL REGULATIONS2.15 Unauthorized Use of the Network (Cont'd)2.15.1 Liability for Calling Card Fraud (Cont'd)

- (E) The customer is liable for all charges incurred as a result of unauthorized use of the network, including incidental and consequential damages. In addition, the customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

2.16.2 Liability for Credit Card Fraud and Other Unauthorized Use

- (A) The customer is liable for the unauthorized use of the network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

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

- (B) The liability of the customer for unauthorized use of the network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- (C) The customer must give the Company written notice that an unauthorized use of the credit card has occurred.

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GENERAL REGULATIONS2.16 Resale of Shared Use of Service

Any service provided under this tariff may be resold to or shared with other persons at the option of customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. The customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.17 Transfers and Assignments

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

- (A) to any subsidiary, parent Company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) pursuant to any financing, merger or reorganization of the Company.

2.18 Operator Services

Operator Services will be provided in accordance with all the laws and regulations applicable to operator service providers.

2.19 Change of Service Provider

Solicitations by the Company or its agents, of customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier shall include the Company's current rate information, and current information on terms and conditions of service. The Company shall comply with applicable Commission requirements.

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SECTION 3
DESCRIPTION OF SERVICE

3.1 Timing of Calls

The customer's long distance usage charge is based on the actual usage of GST Net, Inc.'s services. Usage begins when the called party picks up the receiver, and ends when the calling party hangs up. Calls are measured by Underlying Carriers, whose services are resold by GST Net, Inc., in accordance with its own Tariff.

3.2 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99%.

3.3 Service Offerings

GST Net, Inc. offers switched and dedicated access MTS and 800 interexchange services by the resale of the services of Underlying Carriers.

3.4 Time Periods

Charges apply 24 hours a day, seven days a week.

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SECTION 4
MESSAGE TELECOMMUNICATIONS SERVICES
(MTS) AND 8XX SERVICE

4.1 GST SPS Rate Plans

GST SPS Rate Plan 3 and Plan 4 calls will be billed in six (6) second increments with a minimum initial billing period of eighteen (18) seconds.

4.1.1 Plan 3

GST SPS Rate Plan 3 is Message Telecommunications Service (MTS), which enables a user of an exchange access line to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the customer's Local Calling Area.

4.1.2 Plan 4

GST SPS Rate Plan 4 is 8XX (800, 877, 888) service, which is an inbound communications service that permits calls to be completed at the customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number (8XX+NXX-XXXX) which will terminate at the customer's location.

GST SPS Rate Plan 4 calls are originated via normal shared use facilities and are terminated via the customer's local exchange service access line.

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MESSAGE TELECOMMUNICATIONS SERVICES
(MTS) AND 8XX SERVICE4.1 GST SPS Rate Plans (Cont'd)4.1.3 Travel Lite Calling Card

Travel Lite Calling Card Service is available to customers subscribing to the GST SPS Rate Plans for use when away from their established service location. Access to the service is gained by dialing a Company-designated 8XX access number (8XX-NXX-XXXX), plus the customer's/user's Travel Lite Calling Card authorization number and the called telephone number. The Travel Lite Calling Card can also be used to place an operator-assisted and directory assistance calls, subject to the application of additional charges.

Travel Lite Calling Card calls are billed in sixty (60) second increments.

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MESSAGE TELECOMMUNICATIONS SERVICES
(MTS) AND 8XX SERVICE

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4.1 GST SPS Rate Plans (Cont'd)

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4.1.4 Rates and Charges

(A)	<u>Plan 3</u>	<u>Per Minute</u>	(T)
	Term Commitment		
	Month to Month	\$0.2571	(I)
	One Year Term	0.2538	
	Two Year Term	0.2506	(I)
(B)	<u>Plan 4</u>		(T)
	Term Commitment		
	Month to Month	0.2583	(I)
	One Year Term	0.2551	
	Two Year Term	0.2519	(I)
(C)	<u>Travel Lite Calling Card</u>		(T)
	Plan 3	0.25	
	Plan 4	0.25	
(D)	<u>Surcharges</u>	<u>Per Call</u>	(T)
	Directory Assistance	\$0.60	
	Directory Assistance (Calling Card Only)	1.50	
	Toll Free Calling Originating from a Payphone	0.25	

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GST Net, Inc.

MESSAGE TELECOMMUNICATIONS SERVICES
(MTS) AND 8XX SERVICE4.1 GST SPS Rate Plans (Cont'd)4.1.4 Rates and Charges

A)	<u>Plan 3</u>	<u>Per Minute</u>
	Term Commitment	
	Month to Month	\$0.1790
	One Year Term	0.1754
	Two Year Term	0.1718
B)	<u>Plan 4</u>	
	Term Commitment	
	Month to Month	0.1850
	One Year Term	0.1813
	Two Year Term	0.1776
C)	<u>Travel Lite Calling Card</u>	
	Plan 3	0.25
	Plan 4	0.25
D)	<u>Surcharges</u>	<u>Per Call</u>
	Directory Assistance	\$0.60
	Directory Assistance (Calling Card Only)	1.50
	Toll Free Calling Originating from a Payphone	0.25

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