

P.S.C. MO No. 1

MARK TWAIN LONG DISTANCE, INC.

Original Adoption Notice Page

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ADOPTION NOTICE

MO. PUBLIC SERVICE COMM

Effective November 18, 1996, the Articles of Incorporation of Cell Five Corporation were amended so as to change its corporate name to Mark Twain Long Distance, Inc.

Mark Twain Long Distance, Inc. hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences, schedules agreements, divisions, authorities or other instruments whatsoever, filed with the Public Service Commission, State of Missouri, by Cell Five Corporation prior to November 18, 1996.

By this notice it also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which Cell Five Corporation has heretofore filed with said Commission.

FILED

JAN 20 1997

MISSOURI
Public Service Commission

ISSUED: December 20, 1996

EFFECTIVE: January 20, 1997

Bill Rohde
General Manager
P.O. Box 68
Hurdland, Missouri 63547

Mark Twain Long Distance, Inc.

1st Revised Sheet 1
Cancels Original Sheet 1

TITLE SHEET

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MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

MO. PUBLIC SERVICE COMM

OF

MARK TWAIN LONG DISTANCE, INC.

(T)

This tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Mark Twain Long Distance, Inc. (Company) within the State of Missouri. This tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

(T)

Company operates as a competitive telecommunications company as defined by Case No. TA-95-328 within the State of Missouri.

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JUL 16 1998

**MISSOURI
Public Service Commission**

Issued: June 12, 1998

Bill Rohde
Executive Vice-President & General Manager
P.O. Box 68
Hurdland, MO 63547

Effective: July 16, 1998

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TITLE SHEET

MO. PUBLIC SERVICE COMM

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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MARK TWAIN LONG DISTANCE, INC.

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WAIVER OF RULES AND REGULATIONS

MO. PUBLIC SERVICE COMMISSION

Pursuant to Case No. TA-95-328, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

STATUTES

Section 392.240(1)	Rates-reasonable average return on investment.
Section 392.270	Property valuation.
Section 392.280	Depreciation rates.
Section 392.290	Issuance of stocks and bonds.
Section 392.310	Issuance of stocks and bonds.
Section 392.320	Issuance of stocks and bonds.
Section 392.330	Issuance of stocks and bonds.
Section 392.340	Reorganization.

COMMISSION RULES

4 CSR 240-10.020	Income on depreciation fund investments.
4 CSR 240-30.010(2)(C)	Posting exchange rates at central offices.
4 CSR 240-32.030(1)(B)	Exchange boundary maps.
4 CSR 240-32.030(1)(C)	Record of access lines.
4 CSR 240-32.030(2)	Records kept within state.
4 CSR 240-32.050(3-6)	Telephone directories.
4 CSR 240-32.070(4)	Coin telephones.
4 CSR 240-33.030	Inform customers of lowest priced service.
4 CSR 240-33.040(5)	Finance fee.

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JUL 16 1998

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JUL 16 1998

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TARIFF FORMAT

MO. PUBLIC SERVICE COMM

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 8 and 9 would be 8.1.

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 Missouri Public Service Commission. For example, the 3rd Revised Sheet 8 cancels the 2nd Revised Sheet 8.

C. Paragraph Numbering Sequences

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

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

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JUL 16 1998

MISSOURI
Public Service Commission

Issued: June 12, 1998

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Mark Twain Long Distance, Inc.

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EXPLANATION OF SYMBOLS

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

- (C) to signify changed rules or regulation*
- (D) to signify discontinued rate or regulation
- (I) to signify increased regulation
- (M) to signify matter relocated without change
- (N) to signify new rate or regulation
- (R) to signify reduced regulation
- (T) to signify a change in text but no change in rate or regulation
- (Z) to signify a correction

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* When used in reference to a rate, the symbol (C) indicates that a change in the method of applying a rate which will result in either an increase or a decrease for certain customers.

JUL 16 1998

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Public Service Commission**

Issued: June 12, 1998

Effective: July 1, 1998

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MO. PUBLIC SERVICE COMM
SECTION 1 - DEFINITIONS

1.1. DEFINITIONS

0+ (zero plus) - A call made by the caller dialing the digit "0" followed by the terminating telephone number. On some automated call equipment, a digit or digits may be dialed between the "0" and the terminating telephone number.

0- (zero minus) - A call made by the caller dialing the digit "0" and no other digits within five seconds. A "0-" call may be made after a digit (or digits) to access the local network is (are) dialed.

Access Line - An arrangement which connects the customer's location to a Mark Twain Long Distance, Inc. switching center or point of presence.

Authorized User - A customer, or a person designated by a customer to use or communicate over such services or facilities as may be provided by this tariff.

Bit - The smallest unit of information in the binary system of notation.

Building - The term "same building" is to be interpreted to mean a structure under one roof or two or more structures on one premise which are connected by an enclosed or covered passageway. In no case, can conduit be considered as an enclosed passageway nor buildings connected by a covered public mall be the "same building".

Calling Card - A card authorized by this company to which the charges for an MTS message may be billed.

Circuit - A communications path of a specific bandwidth or transmission speed between two or more points of termination.

Collect Call - A billing arrangement by which the charge for a call may be billed to the called station provided the called station accepts the arrangement prior to connection.

Company - Mark Twain Long Distance, Inc.

Commission - The Missouri Public Service Commission

Credit Card Calls - Calls billed to a major bank card such as Visa, MasterCard, or American Express.

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JUL 16 1998

MISSOURI
Public Service Commission

Issued: June 12, 1998

Effective July 1, 1998

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1.1. DEFINITIONS (Cont'd)

MO. PUBLIC SERVICE COMM

Customer - Any individual, corporation, partnership or other entity which utilizes the direct dial services provided by the Company on a subscription basis.

Customer-provided Terminal Equipment - Devices, apparatus and their associated wiring provided by a customer which are used with the network facilities or other equipment furnished by the Company.

Exchange - A geographical area for the administration of telecommunications services, established and described by the tariff of a telecommunications company providing basic local telecommunications service.

Facilities - All Company-owned or operated equipment and cable facilities used to provide telecommunications services.

Holidays - The Company observes the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Individual Case Basis - The term individual case basis (ICB) denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances, including costs to provide service, in each case.

Interexchange Service - Telecommunications service between points in two or more exchanges.

LEC - Local Exchange Company

MTS - Message telecommunications service.

Network Interface - A point on a customer's premises where the network service is electrically terminated. This physical interface or demarcation point is a standard registration jack or its equivalent which provides electrical isolation between the Company network and customer premises services. This interface may be audio, video, and/or data originations or terminations designated appropriately on the Company provided equipment.

Off-Peak - From 7:00 PM up to but not including 7:00 AM local time Monday through Friday.

Operator Services - Call intervention by either automated interface or live operators for the purpose of call completion or activation of special billing arrangements such as collect, person-to-person or credit card calling.

Operation Station Call - A service whereby the assistance of a Company operator is required to complete a call originated by the customer.

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JUL 16 1998

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JUL 16 1998

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Mark Twain Long Distance, Inc.

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1.1. DEFINITIONS (Cont'd)

MO. PUBLIC SERVICE COMM

Peak - From 7:00 AM up to but not including 7:00 PM local time Monday through Friday.

Person-To-Person Call - A service whereby the calling party specifies an individual, extension, department, or office to be reached at the called station. Billing commences when the specified party is reached.

Premises - A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

Private Line Service - An unswitched full-time transmission service utilizing the Company Facilities to connect two or more designated Customer or User locations.

Registered - Denotes equipment which complies with and has been approved within the registration provisions of the Federal Communications Commission's Rules and Regulations.

Special Access Origination - Where originating access between the customer and the interexchange carrier is provided on dedicated circuits.

Switched Access Origination - Where originating access between the customer and the interchange carrier is provided on a local exchange company Feature Group circuits.

Terminating Facilities - All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Company's network and provides a point of interface/connection to which the Customer can connect its equipment. This may include electronic equipment, cable, wiring, connecting panels and blocks.

Third Party Billed - A service arrangement whereby the call is billed to a third number other than the calling or called party station.

Traffic Aggregation - Any person, firm, partnership, or corporation which furnishes a telephone for use by the public and includes, but is not limited to, telephones located in rooms, offices and similar locations in hotels, motels, hospitals, airports and public or customer-owned pay telephone locations, whether or not coin operated.

User - A person, firm, or corporation designated as a user of common carrier services furnished to the Customer. A User must be specifically named in the Customer's application for services.

Weekend - From 7:00 PM Friday up to but not including 7:00 AM Monday.

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JUL 16 1998

MISSOURI
Public Service Commission

Effective July 13, 1998

Issued: June 12, 1998

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Mark Twain Long Distance, Inc.

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SECTION 2 - RULES AND REGULATIONS

MO. PUBLIC SERVICE COMM

2.1. APPLICATION OF TARIFF

The Service rates and regulations set forth in this Tariff are generally applicable to the provision of interexchange intrastate telecommunications services by Mark Twain Long Distance, Inc. (the "Company"). The Company may from time to time and in particular circumstances provide discounts or promotional offerings or otherwise waive or modify these general rates and regulations for potential customers, in conformance with this Tariff and the rules, regulations, and orders of the Commission.

2.2. PROVISION OF SERVICE

The Company shall provide service to Customers which enter into a written contract with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this Tariff. Contract terms not specifically governed by this Tariff will be individual negotiated with each prospective Customer. The Company will not provide services to any Customer until a contract has been executed.

2.3. OBLIGATIONS OF CUSTOMER2.3.1. Conditions for Use

Service may be used for the transmission of information of the Customer provided that:

- A. The Customer has entered into a written contract with the Company;
- B. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
- C. The Customer, upon request, shall furnish such information and access to its locations(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of the Tariff and the contract entered into between the Customer and the Company.

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JUL 16 1998

MISSOURI
Public Service Commission

Issued: June 12, 1998

Effective: July 15, 1998

JUL 16 1998

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2.3. OBLIGATIONS OF CUSTOMER (Cont'd)

JUN 12 1998

2.3.2. General Obligations

MO. PUBLIC SERVICE COMM

The Customer shall be responsible for:

- A. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.
- B. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or their agents.
- C. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.
- D. *The provision of the power, wiring and outlets required to operate the Facilities installed on the Customer's or User's Premises.*
- E. Providing, maintaining and installing all terminal equipment on the Customer premises side of the network interface. The Customer shall assure that equipment does not cause electrical hazards to Company equipment, personnel or damage the Company-provided facilities or network terminating equipment. The Customer-provided equipment shall meet applicable Federal Communications Commission's Rules and Regulations and will allow for the testing of Company Facilities.
- F. Providing necessary easements or rights of way on its property to allow the Company to install its facilities to the customers location.
- G. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the Facilities.
- H. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
- I. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of agent's authority shall not be binding on the Company contract between the Customer and the Company governing service.
- J. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.

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JUL 16 1998

MISSOURI

Public Service Commission
Effective July 16, 1998

JUL 16 1998

Issued: June 12, 1998

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2.3.3. Payment and Billing

The customer is responsible for payment of all regulated charges for service furnished.

- A. Service is provided and billed in arrears on a monthly (30 days) basis.
- B. The customer shall have at least 21 days from the rendition of a bill to pay the charges at which time the charges become delinquent. Invoices not paid within twenty-one (21) days are subject to late charges and interest with interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past or currently due amounts may result in termination of service as described in this Tariff. Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter.
- C. The Company may require a deposit if the customer is unable to establish a good credit rating, or if the customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months' service based on the average bill during the preceding twelve months or in the case of new applicants, two months' average monthly bill for all subscribers within a customer class.
- D. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or service connection charges, which may be applicable to the customer's account on the first bill rendered.
- E. The Company will maintain records of all pertinent information with regard to each deposit held.
- F. The Company will provide within ten (10) days of a customer request a receipt that contains information pertinent to that deposit.

(D)

2.4. OBLIGATIONS OF THE COMPANY**2.4.1. Undertakings**

The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnishes to the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.

Mark Twain Long Distance, Inc.

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2.4. OBLIGATIONS OF THE COMPANY (Cont'd)

MO. PUBLIC SERVICE COMM

2.4.2. Limitations

- A. The Company shall not be responsible for installation, operation, or maintenance of any Terminating Facilities or communications systems purchased or connected to service by a Customer, unless otherwise specified in the contract entered into between the Customer and the Company. Service is not represented as adapted to the use of any specific equipment or system. The responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the facilities of the Company and is therefore subject to the availability of such facilities.
- B. The services provided under this tariff are directly or indirectly controlled by Mark Twain Long Distance, Inc. and the customer may not alter or affect the services nor transfer or assign it use of the services without the express written consent of the Company, which consent may be withheld, without limitation, by Mark Twain Long Distance, Inc. in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the services or a change in the customer's location to which the services are to be provided.
- C. In the event prior written permission from the Company is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees.

2.4.3. Liability and Indemnification

- A. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Customer or User as a result of any service provided by the Company or use of the Facilities of the acts, omissions or negligence of the Company's employees or agents.
- B. The sole remedy for a Customer or User with respect to failure to exercise reasonable supervision shall in no event exceed and amount equivalent to the credit for a service interruption specified in the contract between the Company and the Customer or User.

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JUL 16 1998

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Issued: June 12, 1998

Effective: ~~July 12, 1998~~

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2.4. OBLIGATIONS OF THE COMPANY (Cont'd)

MO. PUBLIC SERVICE COMM

Liability and Indemnification (Cont'd)

- C. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location or use of said equipment so provided.
- D. The Company shall not be liable for any defacement of or damage to the Premises of a Customer or User resulting from the furnishing of Facilities or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.
- E. The Company shall be indemnified and saved harmless by the Customer or User against:
1. Claims for libel, slander, and infringement or copyright arising from the material transmitted over the Facilities.
 2. Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Customer or User; and
 3. All other claims arising out of any act or omission of the Customer or User or their agents in connection with the Facilities, or information transmitted over the Facilities.
- F. Adjustment of Charges

In the adjustment of charges for overbilling by the Company, a refund will be made of the full amount of excess charges, not to exceed a period of three-years when such amount can be determined. When the period during which overbilling has been effective cannot be fixed or the exact amount of overbilling determined from available records, the maximum refund will not exceed an estimated amount equal to such overbilling for a three-year period. In cases of underbilling, the Company reserves the right to back bill for the deficiency charges up to a period of three-years.

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JUL 16 1998

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Public Service Commission

Issued: June 12, 1998

Effective July 1, 1998

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- A. Upon agreement between the Company and the Customer, the Company will provide all Facilities necessary for service.
- B. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Customer.

2.5. SERVICE PERIOD

The period for which service will be provided by the company to the Customer or User shall be the period specified in the contract between the Customer and the Company.

2.6. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for Dedicated Access, Private Lines and Centrex services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

2.7. SPECIAL CONSTRUCTION

Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the at the request of the Customer or User and upon determination by the Company that such charge should apply in that particular instance.

2.7.1. Survey and Design

Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Customer may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Customer, and the appropriate charges thereof. Failure to agree on the performance of such studies, the acceptability thereof, or the charges thereof, shall constitute grounds for denial of the requested service by the Company.

FILED**JUL 16 1998****MISSOURI
Public Service Commission**

Issued: June 12, 1998

Effective ~~July 1, 1998~~

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SPECIAL CONSTRUCTION (Cont'd)

JUN 12 1998

2.7.2. Charges for Special Construction

MO. PUBLIC SERVICE COMM

All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Customer, and shall be the responsibility of the customer, regardless of the projected charges for the provision of service by the Company.

Special construction is that construction undertaken:

- 1 - where facilities are not presently available, and there is no other requirement for the facilities so constructed, or
- 2 - of a type other than that which the Company would normally utilize in the furnishing of its services, or
- 3 - over a route other than that which the Company would normally utilize in the furnishing of its services, or
- 4 - in a quantity greater than that which the Company would normally construct, or
- 5 - on an expedited basis, or
- 6 - on a temporary basis until permanent facilities are available, or
- 7 - in advance of its normal construction

2.8. SPECIAL CHARGES2.8.1. Out-of-Normal Work hours

The charges specified in this Section do not contemplate work being performed by Company employees at a time when overtime wages apply, due to request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests that labor be performed at hours of the days of the week other than during normal working hours or days (9:00 a.m. to 5:00 p.m. Monday through Friday), or during holidays, or if the Customer interrupts work once begun, an additional charge may be imposed, equal to the actual higher costs incurred by the Company for overtime and materials.

2.8.2 Maintenance and Service Charge

The Customer may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer or User, or when failure in the Company's equipment or facilities is attributable to the Customer or User or their agents. Said cost shall be based upon the current labor rate and material costs of the Company in effect at the time of the visit.

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JUL 16 1998

MISSOURI
Public Service Commission
Effective July 1, 1998

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2.9. SERVICE CANCELLATIONS**2.9.1. Discontinuance of Service by the Company**

The Company may discontinue the service under the following circumstances, provided suitable notice has been given to the customer, as required:

- (A) Non-Payment of any sum due to the Company for service for more than twenty-eight (28) days beyond the date of rendition for the bill for such service;
- (B) Unauthorized use of the Company's service in a manner which creates an unsafe condition or creates the possibility of damage or destruction to its' facilities. (C)
- (C) As provided by state or federal law. (C)
- (D) Failure to post a required deposit; or
- (E) Material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of the company constitutes fraud or abuse.
- (F) Refusal after reasonable notice to permit inspection, maintenance, or replacement of Company's equipment. (N)
- (G) Failure to comply with the terms of a settlement agreement. (N)

2.9.2. Alerting the Customer Regarding Service Termination

Service shall not be disconnected unless written notice by first class mail is sent or delivered to the customer at least 10 days prior to the date of the proposed discontinuance. At least 24 hours preceding discontinuance, a reasonable effort shall be made to contact the customer to advise him of the proposed discontinuance and what steps must be taken to avoid it. (C)

2.9.3. Cancellation of Service by the Customer Prior to End of the Contract Period

When the Customer cancels the service prior to the end of the term of the contract, the Customer may be required to pay a cancellation charge in the amount specified in the contract between the Customer and the Company.

2.9.4. Cancellation of Application for Service

Where the prospective Customer cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Customer. Where the installation of Facilities has been starts prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of facilities for a Customer is considered to have started from the latest contract date or when the Company incurs any expense in connection therewith, whichever occurs earlier.

Missouri Public
Service Commission

FILED OCT 30 2000

Issued: September 29, 2000

Issued By:

Effective: October 30, 2000

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Mark Twain Long Distance, Inc.

Original Sheet 17

RECEIVED2.10. SERVICE INTERRUPTIONS**JUN 12 1998**2.10.1 General**MO. PUBLIC SERVICE COMM**

The Company agrees to use its best efforts to assure continuous full time operation of the service. The Customer is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuit is effectively unusable.

2.10.2. Service Restoration

The Company agrees to use its best efforts to respond to the Customer's reasonable request for maintenance in connection with the service as soon as reasonable possible. The Company shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Company by the Customer. The Company agrees to use its best efforts to minimize the duration of any service interruption.

2.10.3. Liability

The Company shall not be liable for any incidental, indirect or consequential damages as the result of any service interruption.

2.10.4. Credits

- A. Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- B. No credit shall be allowed:
 - (1) For failure of services or facilities of customer or other carriers; or
 - (2) For failure of services or equipment caused by the negligence or willful acts of customer or others.
- C. Credit for an interruption shall commence after customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored. For purposes of credit computation, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

FILED**JUL 16 1998****MISSOURI
Public Service Commission**

Issued: June 12, 1998

Effective: ~~July 1, 1998~~

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JUL 16 1998

RULES AND REGULATIONS - Continued

2.10. SERVICE INTERRUPTIONS - Continued

2.10.4. Credits (Cont'd)

- D. The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues.

2.11. Availability of Service/Facilities for Maintenance, Testing and Adjustment

- 2.11.1 Upon reasonable notice, Mark Twain Long Distance, Inc. reserves the right of entrance for its employees, agents, or contractors to the premises of the customer for the purpose of installing, inspecting, repairing, or general maintenance of the service or facilities of Mark Twain Long Distance, Inc. It is the responsibility of the customer to make necessary arrangements for entrance of Mark Twain Long Distance, Inc.'s employees, agents, or contractors. No interruption allowance will be granted for the time during which such tests and adjustments are made.

3. Missouri Universal Service Fund

1. Company will place on each retail end-user customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the commission.
2. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
3. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

(N)

(N)

REC'D SEP 29 2000

DISPUTES

A customer shall advise the Company that all or part of a charge is in dispute by written notice, in person or by a telephone message directed to the Company during regular business hours. A dispute must be registered with the Company prior to the delinquent date of a charge for the customer to avoid discontinuance of service as provided by this tariff.

When a customer advises the Company that all or part of a charge is in dispute, the Company shall record the date, time and place the inquiry is made; investigate the matter promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.

Failure of a customer to cooperate with the Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the customer's right to continuance of service under this tariff.

If a customer disputes a charge, the customer shall pay an amount to the Company equal to that part of the total bill not in dispute. The parties shall consider the customer's prior usage, the nature of the dispute and any other pertinent factors in determining the amount not in dispute. The Company shall not discontinue service for nonpayment of charges in dispute while the dispute is pending.

If the parties are unable to determine the amount not in dispute, the customer shall pay to the Company, at the Company's option, an amount not to exceed fifty (50) percent of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute. The Company shall not discontinue service to a customer for nonpayment of charges in dispute while that dispute is pending.

Failure of the customer to pay to the Company the amount not in dispute within four (4) working days from the date the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the customer's right to continuance of service and the Company may then proceed to discontinue service as provided in this tariff.

If the dispute is ultimately resolved in favor of the customer in whole or in part, the Company must promptly repay any excess monies paid by the customer.

If the dispute cannot be resolved to the satisfaction of the customer, the Company shall notify the customer of its' right to make an informal complaint to the Commission, and of the address and telephone number where the customer may file an informal complaint with the Commission.

After resolution of the customer complaint, the Company may treat a second complaint based on the same facts as already determined.

Missouri Public
Service Commission

FILED OCT 30 2000

Issued: September 29, 2000

Issued By:

Effective: October 30, 2000

Bill Rohde, Vice-President & General Manager

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Hurdland, Missouri 63547

Missouri Public
Service Commission

DESCRIPTION OF SERVICES AND RATES

REC'D OCT 21 1999

3.1. Message Toll Service (MTS)

- 3.1.1. Mark Twain Long Distance, Inc. MTS Service is a switched access service. A flat rate per minute of use applies for Direct Dialed (1+) calls. Usage is billed in one-minute increments, rounded up.

Rate Per Minute: \$.15

(C)

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3.2. Travel Card Service

- 3.2.1. Mark Twain Long Distance, Inc.'s Travel Card Service is a feature whereby a Mark Twain Long Distance, Inc. customer may access the network by dialing Mark Twain Long Distance, Inc.'s 800 number. Customers are issued a personalized Mark Twain Long Distance, Inc. Travel Card which contains an authorization code identifying them as a Travel Card customer. The service includes a per minute rate plus a per call surcharge as listed below.

(T)

(T)

Rate Per Minute: \$.30 per minute

Travel Card surcharge: \$.30 per call

3.3. PSP Surcharge

A surcharge applies on all completed intrastate toll-free and 10XXX/101XXX access code calls, including any 800/888 or travel card calls, originating from a pay telephone. This surcharge is applied in addition to any other applicable service charges or surcharges. The surcharge does not apply to: calls paid for by inserting coins at the pay telephone; calls placed from stations other than a pay telephone.

PSP Surcharge Rate: \$.35 per call

WRITTEN NOTICE OF RATE DECREASE
AND ITS EFFECTIVE DATE FILED ON

10-21-1999

(DATE)

PURSUANT TO SECTION 392.500 (1)
RSMO SUPP. 1985

EFFECTIVE DATE OF RATE DECREASE

11-01-99

(DATE)

Missouri Public
Service Commission

FILED NOV 01 1999

Issued: October 21, 1999

Issued By:

Effective: November 1, 1999

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Mark Twain Long Distance, Inc.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES JUN 12 19983.4. Operator Service

MO. PUBLIC SERVICE COMM

- 3.4.1. Operator Service as provided by Mark Twain Long Distance, Inc. includes live operator and/or automated operator functions, for the purpose of assisting in the processing of telephone services such as: long distance via collect calls, calling card calls, or third party billed calls. Mark Twain Long Distance, Inc. operators may be contacted by dialing 0+ the number desired or 0- the number desired. Calls will be billed at Mark Twain Long Distance, Inc. MTS service rates as set forth in Section 3.1.1. plus the appropriate service charges as provided below:

Service Charges

	<u>0+ Rate</u>	<u>0- Rate</u>
Directory Assistance	\$1.20	\$2.20
Automated Collect	\$2.35	\$3.35
Automated Card	\$1.00	\$2.00
Operator-Assisted		
Collect	\$2.35	\$3.35
Billed to Third Party	\$2.35	\$3.35
Person-to-Person	\$4.50	\$5.50
Station-to-Station	\$2.30	\$3.30

- 3.4.2. In providing operator services, Mark Twain Long Distance, Inc. agrees that:

- A. Mark Twain Long Distance, Inc. will not knowingly bill for incomplete calls and will remove any charge(s) for incomplete calls upon subscriber notification or carrier's knowledge of the charge(s) for incomplete calls.
- B. Mark Twain Long Distance, Inc. will advise the caller and billed party (if different from the end user) that Mark Twain Long Distance, Inc. is the operator service provider at the time of the initial contact.
- C. Mark Twain Long Distance, Inc. will provide rate quotes, including all rate components and any additional charges, upon request, at no charge.
- D. Mark Twain Long Distance, Inc. will allow only tariff charges approved by the Commission, or otherwise allowed by law for the provision of operator services, to appear on billings rendered by local exchange companies (LECs) on behalf of carrier and will not collect location surcharges imposed by traffic aggregations.
- E. Mark Twain Long Distance, Inc. will arrange for listings of its name on a LEC's billing of Mark Twain Long Distance, Inc.'s charges, if the LEC has multi-carrier bill listing capability.

JUL 16 1998

MISSOURI

Public Service Commission

Effective

JUL 16 1998

Issued: June 12, 1998

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Mark Twain Long Distance, Inc.

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JUN 12 1998

SECTION 3 - DESCRIPTION OF SERVICES AND RATES

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3.4. Operator Service (Cont'd)

- F. Mark Twain Long Distance, Inc. will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards which it determines to be invalid or cards which it is unable to verify.
- G. Mark Twain Long Distance, Inc. will direct all "00-"emergency calls to the local exchange carrier (LEC) at no charge.
- H. Mark Twain Long Distance, Inc.'s contracts with tariff aggregations will contain provisions which:
 - 1. Prohibit the blocking of access to an end user's interexchange carrier of choice;
 - 2. Provide for the prominent posting or display, on or near the telephones to be utilized by end users, of material setting forth the name of the carrier, complaint procedures, instructions on reaching the LEC operator as well as other interexchange carriers, and procedures for emergency calls.

3.5. "800/888/877" Service

A. Description of Service

Mark Twain Long Distance, Inc.'s "800/888/877" service is a common-line inward telecommunications service allowing a station to receive long distance calls without charge to the caller.

B. Rates and Charges

The Company will impose a monthly subscription charge as well as a per-minute usage charge for all calls received. For an additional charge, customers may receive a monthly message detail listing all telephone calls received.

Recurring subscription charge: \$4.95 per month

Per-minute usage charge: \$0.25 per minute

Message detail: \$2.00 per month

FILED

JUL 16 1998

MISSOURI
Public Service Commission

Issued: June 12, 1998

Effective July 12, 1998

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JUL 16 1998

REC'D OCT 21 1999

(D)

3.6.

3.7. Dedicated Interexchange Digital Private Line Service

3.7.1. Digital transmission facilities between Mark Twain Long Distance, Inc. service points which when connected with dedicated access to customer locations, allows for communications between locations of the customer, or his authorized user. These combined facilities are utilized on a dedicated (non-switch) basis between two or more customer locations, as specified by the customer.

3.7.2. Voice Grade Facility

Two point effective two/four wire voice grade analog or 64 Kbps digital interface (digitalized voice or otherwise compatible 64 Kbps bit stream facility)

Rate \$ ICB

DS1/1.544 Mbps Facility

Two point digital interface operating at 1.544 Mbps, which may be furnished on either a channelized or non-channelized basis.

Rate \$ ICB

WRITTEN NOTICE OF RATE DECREASE
AND ITS EFFECTIVE DATE FILED ON

10-21-99
(DATE)

PURSUANT TO SECTION 392.500 (1)
RSMO SUPP. 1985

EFFECTIVE DATE OF RATE DECREASE

11-1-99
(DATE)

Missouri Public
Service Commissioner

FILED NOV 01 1999

Issued: October 21, 1999

Issued By:

Effective: November 1, 1999

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