Iowa Telecommunications Services, Inc. d/b/a Iowa Telecom

> 403 W. 4th Street North Newton, IA 50208

(T)

INTRASTATE INTEREXCHANGE MESSAGE TELECOMMUNICATIONS SERVICE TARIFF

PSC MISSOURI NO. 2

Filed with the Missouri Public Service Commission

Effective April 1, 2006

This Tariff is new and supersedes in its entirety the Intrastate Interexchange Telecommunications Service Tariff of Iowa Telecommunications Services, Inc. d/b/a Iowa Telecom on file with the Missouri Public Service Commission prior to the effective date of this Tariff.

Issued: November 1, 2007 Effective: December 1, 2007

Iowa Telecommunications Services, Inc. d/b/a Iowa Telecom

> 115 S. Second Avenue West Newton, IA 50208

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Issued: March 1, 2006 Effective: April 1, 2006 D.M. Anderson

April 11, 2006



EXPLANATION OF SYMBOLS

The following symbols are applicable to all sections of this Tariff:

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment, or regulation.
- (I) Signifies an increased rate or new treatment resulting in an increased rate.
- (M) Signifies a move of text from one area of the Tariff to another, but no change in rate, treatment, or regulation.
- (N) Signifies a new rate, treatment, or regulation.
- (R) Signifies a reduced rate or new treatment resulting in reduced rate.
- (T) Signifies a change in text but no change in rate, treatment, or regulation.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

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Issued: March 1, 2006 Effective: April 1, 2006



April 11, 2006

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Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

CANCELLED
June 21, 2010
Missouri Public
Service Commission
IM-2010-0186; YI-2010-0687

Vice President – External Affairs & Marketing Newton, IA 50208



TE-2006-0337

GLOSSARY OF ACRONYMS

CAN - Customer Name and Address Service

DX - Duplex

ICB - Individual Case Basis

LATA - Local Access and Transport Area

MMUC - Minimum Monthly Usage ChargeMPSC - Missouri Public Service Commission

MRC - Monthly Recurring Charge

MTS - Message Telecommunications Service(s)

NPA - Numbering Plan Area

NANP - North American Numbering Plan

NRC - Nonrecurring Charge

NXX - Three-Digit Central Office Code

Issued: March 1, 2006 Effective: April 1, 2006

D.M. Anderson Vice President – External Affairs & Marketing Newton, IA 50208

Filed

Missouri Public
Service Commission

April 11, 2006

SECTION 2: APPLICATION OF TARIFF

- A. This intrastate interexchange Message Telecommunications Service Tariff applies to service furnished by Iowa Telecommunications Service, Inc. d/b/a Iowa Telecom, "(herein referred to as the Telephone Company and/or Iowa Telecom)" or furnished jointly by Iowa Telecom and other carriers, between points within the State of Missouri.
- B. The regulations, rates charges, which are set forth in, the body of this Tariff apply to intrastate interexchange telecommunications services.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

CANCELLED
June 21, 2010
Missouri Public
Service Commission
IM-2010-0186; YI-2010-0687

Vice President – External Affairs & Marketing
Newton, IA 50208



SECTION 3: GENERAL REGULATIONS

A. <u>Undertaking of Iowa Telecom</u>

1. Scope

- a. Intrastate Interexchange Message Telecommunications Services are furnished within Missouri in accordance with the conditions and regulations which are set forth in the body of this Tariff.
- b. Iowa Telecom does not undertake to transmit messages but furnishes the use of its facilities to its customers for communications.

2. <u>Limitations</u>

- a. The customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
 - Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness and current charges for such services, if any; and the assignee or the transferee is not a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings.

In all cases of assignment or transfer, the written acknowledgment of Iowa Telecom is required prior to such assignment or transfer which acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations and conditions contained in this Tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

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Service Commission

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June 21, 2010

Missouri Public Service Commission

IM-2010-0186; YI-2010-0687

b. Interconnection with Other Carriers

Service furnished by Iowa Telecom may be connected with services or facilities of another participating carrier or may be provided over facilities solely provided by local utilities and/or interexchange carriers other than Iowa Telecom. Service furnished by Iowa Telecom is not part of a joint undertaking with such other carriers.

c. Force Majeure

Iowa Telecom reserves the right to discontinue furnishing service upon written notice when necessitated by events or circumstances beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

d. Priority of Services

Subject to compliance with Missouri Public Service Commission or Government rules or regulations, where a shortage of facilities exists at any time either for temporary or protracted periods, the establishment of intrastate interexchange telecommunications services shall take precedence over all other intercity services.

e. Limitations on Duration of Connections

Iowa Telecom reserves the right to limit the length of conversation when necessary in times of emergency resulting in a shortage of facilities.

3. Liability

a. Iowa Telecom is not liable for any act or omission of any other company or companies furnishing a portion of service.

Issued: March 1, 2006

April 11, 2006

Effective: April 1, 2006

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b. Iowa Telecom's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a customer, subscribers to or users of any services provided to or resold by the customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service or facilities offered under this Tariff, Iowa Telecom's liability, if any, shall not exceed an amount equal to the proportionate monthly recurring charges for the period during which the service was affected.

Iowa Telecom shall be indemnified and held harmless by the customer, subscribers to or users of any services provided to or resold by the customer, against:

- 1) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over Iowa Telecom's facilities; and
- 2) Claims for patent infringement arising from combining or connecting Iowa Telecom's facilities with apparatus and systems of the customer; and
- 3) All other claims arising out of any act or omission of the customer in connection with any service provided by Iowa Telecom;
- 4) Any claim, loss or damage arising from the use of services offered under this Tariff including but not limited to claims by subscribers to or users of services provided to the customer, and users of any services provided by or resold by the customer; and
- 5) Claims for damages arising out of the use of the Iowa Telecom Network for the transmission of other than voice grade service.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

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- Iowa Telecom shall not be liable for and the Customer indemnifies and c. holds Iowa Telecom harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made. instituted, or asserted by the customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other 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 equipment or wiring provided by Iowa Telecom where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Iowa Telecom's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of Iowa Telecom. No carrier participating in this service shall be liable for any act or omission of any other carrier also participating in the service
- d. The liability of Iowa Telecom for damages to the customer, subscribers to or users of any services provided to or resold by the customer, arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by Iowa Telecom, occurring in the course of furnishing service or other facilities, and not caused by the negligence of the customer, subscribers to or users of any services provided to or resold by the customer, or of Iowa Telecom failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities occurs. No other liability shall in any case attach to Iowa Telecom.
- Now, or at any future time, if a state, county or other local taxing authority e. possesses or acquires the legal right to impose an occupation tax, license tax, sales tax, gross receipts tax, permit fee, franchise fee or other similar charge upon Iowa Telecom, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such taxing Such billing shall allocate the tax, fee, or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee, or charge.

Issued: March 1, 2006 Effective: April 1, 2006 D.M. Anderson April 11, 2006

Missouri Public Service Commission IM-2010-0186; YI-2010-0687

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f. Obligations of the Customer

The calling party shall establish his/her identity in the course of any communication as often as may be necessary.

The calling party shall be solely responsible for establishing the identity of the person or person with whom connection is made at the called station or stations.

B. <u>Use</u>

1. Use of Service

This service is provided for use by the customer and may be used by others, when so authorized by the customer, subject to the provisions of this tariff.

2. Abuse and Fraudulent Use

The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

- a. The use of service or facilities of Iowa Telecom to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
- b. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, intrastate interexchange telecommunications services, by rearranging, tampering with, or making connection with any facilities of Iowa Telecom, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
- c. The use of service or facilities of Iowa Telecom for a call or calls, anonymous or otherwise, if in a manner which could reasonably be expected to frighten, abuse, torment, or harass another;
- d. The use of profane or obscene language;

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

Vice President – External Affairs & Marketing Newton, IA 50208



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June 21, 2010
Missouri Public
Service Commission
IM-2010-0186; YI-2010-0687

e. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

3. <u>Unlawful Purposes</u>

The service is furnished subject to the condition it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law. If Iowa Telecom receives other evidence giving reasonable cause to believe that such service is being or will be so used, it will either discontinue or deny the service or refer the matter to the appropriate law enforcement agency.

4. Cancellation for Cause

For nonpayment of any sum due Iowa Telecom, or for abuse or fraudulent use of the service, Iowa Telecom may either suspend, terminate without suspension, or refuse service without incurring any liability with notification.

Nothing herein or elsewhere in this Tariff shall give any Customer, assignee, or transferee any interest or proprietary right in any 8XX service telephone number.

5. Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than Iowa Telecom and associated with the facilities utilized to provide services under this Tariff shall not interfere with or impair service over any facilities of Iowa Telecom or its affiliated companies or divisions involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

Issued: March 1, 2006 Effective: April 1, 2006

April 11, 2006



C. Definitions

Calls: The term "Calls" means telephone messages attempted by customers or users.

Charges: The term "Charges" means nonrecurring amounts billed to customers for rates & services.

Customer: The term "Customer" means any person, firm, association, corporation, agency of the federal, state, or local government, or legal entity, responsible by law for the payment of charges and compliance with the regulations of this tariff.

Customer Premises Equipment: The term "Customer Premises Equipment" means all terminal equipment normally used on the customer's premises owned by the customer or by the telephone utility or some other supplier and leased to the customer.

Delinquent or Delinquency: The terms "Delinquent" or "Delinquency" means an account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. The term can also relate to a contested bill once the Missouri Public Service Commission finds the customer's complaint without merit.

Disconnect: The term "Disconnect" means the disabling of circuitry preventing outgoing and/or incoming communications from the Iowa Telecom's switch.

Feature Group D: The term "Feature Group D" means the switched access service provided by a local exchange company as trunk side switching through the use of end office or access tandem switch equipment. Where no access code is required, the number dialed by the customer shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). Feature Group D is also known as equal access.

Individual Case Basis: The term "Individual Case Basis" means the application of a rate, charge, or condition of the Tariff as determined by individual circumstances.

Interexchange Service: The term "Interexchange Service" is the provision of intrastate telecommunications services and facilities between local exchanges and does not include EAS.

Issued: March 1, 2006 Effective: April 1, 2006

April 11, 2006

Filed

Missouri Public
Service Commission

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June 21, 2010

Interexchange Utility: The term "Interexchange Utility" means a utility, a resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within Iowa without regard to how such traffic is carried. A local exchange utility that provides interexchange service may also be considered an interexchange utility.

Local Exchange Utility: The term "Local Exchange Utility" means a telephone utility that provides local service under a tariff filed with the Missouri Public Service Commission. The utility may also provide other services and facilities such as access services.

Local Service: The term "Local Service" means telephone service furnished between customers or users located within an exchange area.

Local Service Area: The term "Local Service Area" means the area within which are located the lines to which calls may be made under a specified schedule of exchange rates without payment of toll charges.

Local Utility: See "Local Exchange Utility".

Message: The term "Message" means a completed telephone call by a customer or user.

Premises: The term "Premises" denotes the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

Rates: The term "Rates" shall mean recurring amounts billed to customers for regulated services and equipment.

Suspend: The term "Suspend" means temporary disconnection or impairment of service that shall disable either outgoing or incoming communications or both.

Tariff: The term "Tariff" means the entire body of rates, tolls, rentals, charges, classifications, rules, procedures, policies, etc. adopted and available for public inspection at the offices of Iowa Telecom or posted on the web for public viewing, by a telephone utility in fulfilling its role of furnishing communications service.

Issued: March 1, 2006

Effective: April 1, 2006 April 11, 2006

Filed

Missouri Public
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INTRASTATE INTEREXCHANGE MESSAGE TELECOMMUNICATIONS SERVICE

Telephone Utility or Utility: The terms "Telephone Utility" or "Utility" mean any person, partnership, business association, or corporation, domestic or foreign, owning or operating any facilities for furnishing communications service to the public for compensation.

Timely Payment: The term "Timely Payment" is a payment on a customer's account made on or before the due date shown: (1) on a current bill for rates and charges, or (2) by an agreement between the customer and utility for a series of partial payments to settle a delinquent account.

Toll Call: The term "Toll Call" means telephone messages attempted by customers or users between exchanges where a charge for placing the call applies.

Traffic: The term "Traffic" means telephone call volume based on the number and duration of calls.

D. <u>Maintenance of Services</u>

The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by Iowa Telecom, except with the written consent of Iowa Telecom.

Iowa Telecom shall adopt and pursue a maintenance program aimed at achieving efficient operation of its system so as to promote the rendering of safe, adequate and continuous service at all times. Maintenance shall include keeping all plant and equipment in a good state of repair consistent with safe and adequate service performance. Broken, damaged or deteriorated parts that are no longer serviceable shall be repaired or replaced. Adjustable apparatus and equipment shall be readjusted as necessary when found by preventive routines or fault location tests to be in unsatisfactory operating condition. Electrical faults, such as noise induction, cross talk, or poor transmission characteristics shall be corrected to the extent practical within the design capability of the plant affected.

Maintenance of aerial plant shall include the replacement of broken or badly deteriorated poles, brackets, and broken-down guides. Defective splices shall be replaced and adequate clearance provided.

Switching equipment shall be inspected and routinely tested at regular intervals, and such repairs, adjustments or replacements made as are found to be necessary and as required to ensure the proper functioning of the equipment.

Issued: March 1, 2006

Effective: April 1, 2006

April 11, 2006

Filed

Missouri Public
Service Commission

D.M. Anderson Vice President – External Affairs & Marketing Newton, IA 50208

Records shall show the line or regulated equipment tested or inspected, the reason for the test, the general conditions under which the test was made, the general result of the test and such corrections as were made when the test indicated need for same.

E. <u>Disconnection of Service</u>

1. Without Prior Notice

Interexchange service may be refused or disconnected without prior notice by Iowa Telecom for the following reasons:

- a. In the event of a condition on the customer's premises determined by Iowa Telecom to be hazardous.
- b. In the event of customer's use in such a manner as to adversely affect Iowa Telecom's facilities or Iowa Telecom's service to others.
- c. In the event of tampering with facilities leased or owned by Iowa Telecom.
- d. In the event of interexchange service being used by a customer in connection with a plan or contrivance to secure a large volume of interexchange calls to be directed to such customer or the telephone service of any designated customer at or about the same time, resulting in preventing, obstructing or delaying the interexchange service of others.
- e. In the event of unauthorized use.
- f. In the event the customer supplied false or inaccurate information of a material nature in order to obtain telephone service.

Following the disconnection of service for any of these reasons, Iowa Telecom will notify the telephone customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where a customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

Issued: March 1, 2006 Effective: April 1, 2006

D.M. Anderson Vice President – External Affairs & Marketing Newton, IA 50208

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Service Commission

April 11, 2006

CANCELLED
June 21, 2010
Missouri Public
Service Commission
IM-2010-0186; YI-2010-0687

2. With Prior Notice

Service can be disconnected with prior notice for the following reasons:

- In the event the customer is indebted to Iowa Telecom for the same type of a. telephone service previously furnished.
- b. For failure of the customer or prospective customer to furnish service equipment, permits, certificates, rights of way necessary to obtain service or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract.
- For failure of the customer to permit Iowa Telecom reasonable access to c. its facilities on the customer's premises.
- d. For nonpayment of a bill, where a reasonable attempt has been made at collection, including a different class of service or another customer which had been guaranteed.
- For nonpayment of deposit as specified. e.
- f. In the event the service is or is likely to be used for unlawful purposes.
- Any other violation of the conditions governing the furnishing of service. g.
- h. For violation or noncompliance with the Iowa Telecom Tariff rules, the requirements of any municipal ordinance, regulation or law pertaining to the service.

3. Notice

For disconnects requiring prior notice, written notice of a pending disconnect will be rendered twenty-one (21) days prior to the disconnection. The notice will include all reasons for the disconnect and the final date by which payment is to be made or specific action taken. The notice will include a toll-free number where a customer can obtain additional information. A notice of disconnect based upon non-payment will not be issued until the bill becomes

Issued: March 1, 2006 Effective: April 1, 2006 D.M. Anderson

April 11, 2006



delinquent. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the customer's last known address.

a. Unusual Circumstances

Disconnection may take place prior to the expiration of the five (5)-day unpaid bill notice period if the utility determines, from verifiable data, that usage during the twenty-one (21) day notice period is so abnormally high that a risk of irreparable revenue loss is created.

b. Time Restrictions on Disconnection

Except as previously provided in this section or in unusual credit circumstances or abnormal usage of service, a customer will not be disconnected on a day that the Iowa Telecom offices are closed.

4. Suspended Service

Iowa Telecom may suspend service when a customer is delinquent in payment. Iowa Telecom will issue the same twenty-one day notice for suspension of service as is issued for termination of service. If Iowa Telecom and the customer cannot resolve payment of the delinquent bill, service may be terminated without an additional notice, and without service being reestablished.

5. Post Billing Toll Block

a. General

Post Billing Toll Block (PBTB) is a process whereby the Company will initiate toll blocking on risk accounts which have unpaid balances. A grace period will be given to the customer to respond to the toll block. This service is designed to minimize the Company's network exposure from uncollectible accounts and to act as an enhancement to the late payment treatment process. If payment is not received the normal late payment treatment process will continue. This process will be accomplished where the Company is technically capable.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

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b. Description

- 1) A risk level assessment process determines the potential risk of the customer and is based on either Credit Scoring for new customers or Behavioral Scoring (Company payment history) for existing customers. The assessment is categorized for new customers via a credit scoring provided by a third party credit reporting service. The company assigns a risk level based on the third party credit The assessment for existing customers is established based on Behavioral Scoring of the customer's payment history with the Company.
- A risk delinquent account customer will be given a grace period of 2) at least two business days from the "please pay by date" or due date of the bill to make payment otherwise the Post Billing Toll Block will be initiated
- 3) An intercept recording will inform the delinquent account customer that the long distance (1+, 0+, and pay per call charges) call cannot be completed. Long distance service access will be restored when the delinquent balance is paid. Should the customer request payment arrangements, the account will remain toll blocked until the delinquent amount is paid. Should the customer ultimately fail to make payment, disconnection of toll service will occur.
- Toll blocked accounts will retain local dial tone, local calling and 4) access to emergency services. However, the Company will also restrict all collect, credit card and third number bill calls.
- 5) No restoral of service charge will be incurred by the customer as a result of restoring toll service.
- After the Post Billing Toll Block is initiated late payment treatment 6) notices will be rendered. If payment is not received or payment arrangement made, a temporary disconnect and finally an out of service order will follow.

Issued: March 1, 2006 Effective: April 1, 2006 D.M. Anderson

Newton, IA 50208

April 11, 2006 Vice President – External Affairs & Marketing

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Service Commission

TE-2006-0337



7) Deposit requirements will not be effected as a result of Post Billing Toll Block.

F. Engineering

1. Requirement for Good Engineering Practice

The facilities of Iowa Telecom shall be constructed, installed, maintained and operated subject to the provisions of the Missouri safety code as defined in Section 240-18.010 RSMo or the requirements of any municipality having jurisdiction, whichever may be the most stringent, and in accordance with accepted good engineering practice in the communications industry to assure, as far as reasonably possible, continuity of service, uniformity in the quality of service furnished, and the safety of persons and property.

2. Adequacy of Service

- a. Iowa Telecom shall employ recognized engineering and administrative procedures to determine the adequacy of service being provided to the customer.
- b. Traffic studies shall be made and records maintained to determine that sufficient equipment and an adequate operating force are provided during the busy-season, busy-hour period.
- c. Iowa Telecom shall make reasonable provisions to meet emergencies resulting from failures of lighting or power service, sudden and prolonged increases in traffic, or from fire, storm, or acts of God. Iowa Telecom shall inform employees as to procedures to be followed in the event of an emergency in order to prevent or mitigate interruption or impairment of intrastate interexchange telecommunications services. A permanent auxiliary power unit installed at Iowa Telecom's switch and alarms will be maintained in proper condition to indicate improper functioning of the equipment.
- d. Iowa Telecom shall employ adequate procedures for assignment of facilities. The assignment record shall be kept up-to-date and checked periodically to determine if adjustments are necessary to maintain proper balance in all groups.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

Vice President – External Affairs & Marketing Newton, IA 50208



e. Iowa Telecom shall furnish and maintain adequate plant, equipment and facilities to provide satisfactory transmission of communications. Transmission shall be at adequate volume levels and free of excessive distortion. Levels of noise and cross talk shall be such as not to impair communications. For interexchange trunks, Iowa Telecom will provide facilities so that at least ninety-eight percent (98%) of telephone calls offered to the group will not encounter an all-trunks-busy condition. For toll connecting trunks, the figure shall be at least ninety-eight percent (98%).

The transmission objectives set forth herein are based upon the use of standard telephone stations connected to a forty-eight (48) volt dial central office, and measured at a frequency of one thousand (1,000) hertz. The overall transmission loss on interexchange or interoffice trunks will not be more than ten (10) decibels. Whenever feasible, the overall transmission loss on intertoll trunks and on terminating links will be no more than five (5) decibels measured at multiple frequencies between two hundred (200) and three thousand (3,000) hertz.

Because these trunks may be only one of several connected links on some toll routes, it may be necessary to provide better facilities in order to keep the overall net circuit losses within the five (5) decibel limit so as to provide satisfactory message transmission.

Where joint construction is mutually agreed upon, it shall be subject to the provisions of the Missouri safety code or such other appropriate regulation as may be prescribed.

3. Service Interruption

- a. Iowa Telecom shall make all reasonable efforts to prevent interruptions of service. When interruptions occur, Iowa Telecom shall reestablish service with the shortest possible delay.
- b. Arrangements shall be made to have personnel available to receive and record trouble reports twenty-four (24) hours daily and also to clear trouble of an emergency nature; at night, on holidays, on weekends, as well as during regular working hours.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

CANCELLED
June 21, 2010
Missouri Public
Service Commission
IM-2010-0186; YI-2010-0687

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c. Whenever service must be interrupted during regular working hours for the purpose of working on the lines, cable or equipment, the work shall be done at a time which will cause the least inconvenience to the customers, and any who would be seriously affected by such interruption shall, so far as possible, be notified in advance.

Iowa Telecom shall keep a written record showing all interruptions affecting its intrastate interexchange telecommunications services or any major portion thereof for a minimum of 2 years. This record shall show the date, time, duration, time cleared and extent and cause of the interruption. This record shall be available to authorized government representatives upon request at any time within the period prescribed for retention of such records.

Whenever a trouble report is received, a record will be made by Iowa Telecom and if repeated within a thirty (30)-day period by the same customer, this case shall be referred to a supervisor for permanent correction.

When a customer's service is reported or is found to be out of order, it shall be restored as promptly as possible.

d. The sole remedy for service interruptions, even if it is Iowa Telecom's fault, is the service interruption credit. In the event of an interruption to service which is not due to the negligence or willful act of the customer or the customer's premises equipment, a pro-rata adjustment of monthly charges for the service will be allowed. The out of service condition must have existed for a period of twenty-four hours or more, and Iowa Telecom must have discovered the interruption to exist or the customer must request the adjustment within thirty (30) days.

G. Safety

Iowa Telecom shall exercise reasonable care to reduce the hazards to which its employees, its customers or users and the general public may be subjected. Iowa Telecom shall give reasonable assistance to government representatives in the investigation of the cause of accidents and in the determination of suitable means of preventing accidents. Iowa Telecom shall maintain a summary of all reportable accidents arising from its operations.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

Filed

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Service Commission

Iowa Telecom shall adopt and execute a safety program, fitted to the size and type of its operations. At a minimum, the safety program will:

- a. Require employees to use suitable tools and equipment in order that they may perform their work in a safe manner.
- b. Instruct employees in safe methods of performing their work.
- c. Instruct employees who, in the course of their work, are subject to the hazard of electrical shock, asphyxiation or drowning, in accepted methods of artificial respiration.

H. <u>Customer Information</u>

- 1. Iowa Telecom shall maintain up-to-date maps, plans, or records of its network, together with such information as may be necessary to enable Iowa Telecom to advise prospective customers, and others entitled to the information, as to the facilities available for serving prospective customers in a serving area.
 - Iowa Telecom shall notify customers affected by a change in rates or schedule classification.
- 2. Iowa Telecom shall post notices in a conspicuous place in each office of Iowa Telecom where applications for service are received, informing the public that copies of the rate schedules and rules relating to the services of Iowa Telecom are available for inspection.
- 3. Iowa Telecom shall furnish such additional information as the customer may reasonably request.
- 4. Employees responsible for the receiving of customer telephone calls and customer office visits shall be properly qualified and instructed in the screening and prompt handling of complaints to assure prompt reference of the complaint to the person or department capable of effective handling of the matter complained of and to obviate the necessity of the customer's preliminary repetition of the entire complaint to employees lacking in ability and authority to take appropriate action.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

Vice President – External Affairs & Marketing Newton, IA 50208

Filed

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I. Customer Complaints

- 1. Complaints concerning the charges, practices, facilities or service of Iowa Telecom shall be investigated promptly and thoroughly. Iowa Telecom shall keep a record of such complaint showing the name and address of the complainant, the date, and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint, which will enable Iowa Telecom to review and analyze its procedure and actions.
- 2. The customer must notify Iowa Telecom, in writing of the nature and basis of any complaint. Should the complaint not be resolved by the payment date, the customer will, notwithstanding the continuing existence of the dispute, pay the billed amount. Within a reasonable period of time following notification, Iowa Telecom will provide written notice to the customer of the status of the complaint.

Written complaints should be mailed to Iowa Telecom's address:

Iowa Telecom 403 W. 4th Street North Newton, IA 50208

J. Obligations of the Customer

1. <u>Damages</u>

a. The customer shall be responsible for damages to Iowa Telecom's leased or owned facilities caused by the negligence or willful act of the customer or those using through the customer. The customer or those using through the customer may not alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, or permit others to alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair any Iowa Telecom facilities except upon written consent of Iowa Telecom.

Issued: November 1, 2007 Effective: December 1, 2007

I. <u>Customer Complaints</u>

- 1. Complaints concerning the charges, practices, facilities or service of Iowa Telecom shall be investigated promptly and thoroughly. Iowa Telecom shall keep a record of such complaint showing the name and address of the complainant, the date, and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint, which will enable Iowa Telecom to review and analyze its procedure and actions.
- 2. The customer must notify Iowa Telecom, in writing of the nature and basis of any complaint. Should the complaint not be resolved by the payment date, the customer will, notwithstanding the continuing existence of the dispute, pay the billed amount. Within a reasonable period of time following notification, Iowa Telecom will provide written notice to the customer of the status of the complaint.

Written complaints should be mailed to Iowa Telecom's address:

Iowa Telecom 115 S. 2nd Ave E Newton, IA 50208

J. Obligations of the Customer

1. Damages

a. The customer shall be responsible for damages to Iowa Telecom's leased or owned facilities caused by the negligence or willful act of the customer or those using through the customer. The customer or those using through the customer may not alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair, or permit others to alter, physically modify or intrude upon, rearrange, disconnect, remove or attempt to repair any Iowa Telecom facilities except upon written consent of Iowa Telecom

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

April 11, 2000

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b. The customer's obligation to Iowa Telecom is the same whether the facilities involved are Iowa Telecom-owned facilities or are facilities leased by Iowa Telecom from another party. If Iowa Telecom incurs expenses due to the customer's actions which result in damage to or impairment of Iowa Telecom leased facilities, Iowa Telecom will pass (through to the customer any and all expense which the owner of the facilities imposes on Iowa Telecom.

2. Ownership of Facilities and Theft

Facilities utilized by Iowa Telecom to provide service under the provisions of this Tariff shall remain the property of Iowa Telecom. Such facilities shall be returned to Iowa Telecom by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

3. Availability for Testing

The services provided under this Tariff shall be available to Iowa Telecom at times mutually agreed upon in order to permit Iowa Telecom to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

4. Balance

All signals for transmission over the services provided under this Tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

5. Claims and Demands for Damages

The customer shall defend, indemnify and save harmless Iowa Telecom from and against any suits, claims, losses or damages, including punitive damages, attorneys' fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this Tariff.

Issued: March 1, 2006 Effective: April 1, 2006

April 11, 2006



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June 21, 2010

K. **Payment Arrangements and Credit Allowances**

1. Payment of Rates, Charges and Deposits

Iowa Telecom will, in order to safeguard its interests, only require a a. customer which has a proven history of late payments to Iowa Telecom or does not have established credit to make a deposit prior to or at any time after the provision of a service to the customer to be held by Iowa Telecom as a guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period.

The fact that a deposit has been made in no way relieves the customer from complying with Iowa Telecom's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance that may remain will be refunded.

At the option of Iowa Telecom, such a deposit may be refunded or credited to the customer's account when the customer has established credit or after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer.

In the case of a cash deposit, the customer will receive interest at an interest rate of 7.5% per annum, compounded annually, for the period beginning with the date of deposit to the date of refund or to the date that the deposit is applied to the customer's account or to the date the customer's bill becomes permanently delinquent. The date of refund is that date on which the refund or the notice of deposit return is forwarded to the customer's last known address. The date a customer's bill becomes permanently delinquent, relative to an account treated as an uncollectible account, is the most recent date the account became delinquent.

Issued: March 1, 2006 Effective: April 1, 2006 D.M. Anderson

April 11, 2006

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June 21, 2010

- 1) Iowa Telecom shall keep records to show:
 - a) The name and address of each depositor.
 - b) The amount and date of the deposit.
 - c) Each transaction concerning the deposit.
- 2) Iowa Telecom, or a local exchange utility acting as Iowa Telecom's agent, upon request, shall issue a receipt of deposit to each customer from whom a deposit is received, and shall provide means whereby a depositor may establish his claim if his receipt is lost.
- 3) The deposit shall be refunded after one (1) year of service. That account will again be reviewed, and in the event all amounts due have been paid within the terms of the service authorization, the deposit will be refunded in full, plus interest at the annual rate of 7.5%, calculated from the date that the customer makes the deposit.
- 4) Iowa Telecom shall make a reasonable effort to return each unclaimed deposit and accrued interest after the termination of the services for which the deposit was made.
- A new or additional deposit may be required when a deposit has been refunded or is found to be inadequate by virtue of increased service usage or non-payment. Written notice shall be mailed advising the customer of any new additional deposit requirement. The customer shall have no less than ten (10) days from the date of mailing to comply. The new or additional deposit shall be payable at any of Iowa Telecom's business offices or local authorized agents. An appropriate receipt shall be provided.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

Vice President – External Affairs & Marketing Newton, IA 50208



- No written notice is required to be given of a deposit required as a prerequisite for commencing initial service. If usage is abnormal, Iowa Telecom may require a new deposit or an increase in deposit to guarantee payment of bills. A customer who fails to comply with the deposit requirements may be disconnected. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.
 - a) Rules on billing periods, bill format, bill issuance, timely payment, late payment charge, payment and collection efforts, and the resolution of billing disputes shall be established by the local exchange utilities billing and collecting Iowa Telecom's rates and charges for intrastate interexchange telecommunications services.
 - b) In the case of a billing dispute between the customer and Iowa Telecom for service furnished to the customer that cannot be settled to mutual satisfaction, the customer can take the following action:
 - i. The customer may request, and Iowa Telecom will comply with the request, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be disconnected.
 - ii. If notice of a dispute as to charges is not received in writing by Iowa Telecom within twenty (20) days after a bill has been mailed, the billing will be considered correct and binding. Provision of such notice does not affect the customer's obligations under the preceding sections to make all payments within twenty-one (21) days after the bill has been mailed

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

Vice President – External Affairs & Marketing Newton, IA 50208



CANCELLED

June 21, 2010

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iii. If a billing dispute is resolved in favor of the customer, and the customer pays the total billed amount and disputes all or part of the amount, Iowa Telecom will refund to the customer the disputed amount. If the customer withholds all or part of the billed amount and the dispute is resolved in favor of Iowa Telecom, the customer shall pay to Iowa Telecom the amount withheld pending settlement of the dispute.

2. Rates for Fractional Periods

a. For the purpose of administering this regulation with respect to determining rates for a fractional part of a month, the rate for a fractional month will be the proportionate part of the monthly recurring rate based on the actual number of days the service is provided.

3. Returned Check Fee

A charge of \$9.25 will apply whenever the institution on which it was written does not accept a check or draft presented for payment of service.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

Vice President – External Affairs & Marketing Newton, IA 50208



CANCELLED

June 21, 2010

SECTION 4: MESSAGE TELECOMMUNICATIONS SERVICE

A. Application

Service between two points within the State of Iowa handled exclusively by Iowa Telecom or jointly by Iowa Telecom and other carriers is furnished as set forth in the following paragraphs.

B. Dialing Procedure

When a customer pre-subscribes to Message Telecommunications Service provided by Iowa Telecom in local exchange areas where central office facilities provide Feature Group D equal access and Iowa Telecom subscribes to equal access and Iowa Telecom has been selected as the customer's primary interLATA and/or intraLATA toll carrier, calls are originated by dialing 1 + area code + long distance telephone number.

C. Application of Rates and Charges

1. Class of Service

Message Telecommunications Service is an interexchange telephone service that allows customers to originate calls and terminate calls in any interLATA or intraLATA location within the State of Missouri. Usage charges are based the duration of the message.

2. Initial Period and Additional Periods

- a. Initial period rates set forth in the rate tables following are for a connection of the initial period specified or any fraction thereof.
- b. Subsequent usage beyond the initial period will be set at the additional period specified below or any fraction thereof.
- c. The charge calculated for the initial period plus additional periods will determine the charge for the call. The total amount of the call is rounded up to the nearest whole cent.

Issued: March 1, 2006 Effective: April 1, 2006

D.M. Anderson Vice President – External Affairs & Marketing Newton, IA 50208

Filed

Missouri Public
Service Commission

April 11, 2006

3. Timing of Messages

- a. Chargeable time begins when connection is established between the calling station and the called party.
- b. Chargeable time ends when either party (called or calling) hangs up.

4. <u>Medical Emergency</u>

Iowa Telecom shall postpone the disconnection of interexchange service to a residential customer (defined as a customer located in a residence, residential apartment, including a residential apartment in a hotel, and any other premises of strictly a residential nature as long as business listings are not provided, and where the predominate use of the service is social and domestic in nature rather than commercial, professional, occupational or administrative) for a reasonable time, not in excess of thirty (30) days, if the customer produces verification from a physician or a public health or social service official, which states that interexchange service is essential due to an existing medical emergency of the customer, a member of the customer's family who resides at the premises of the customer, or any permanent resident of the premises where service is rendered.

This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be made by telephone if written verification is received by Iowa Telecom within five (5) days.

5. **Promotional Offerings**

The Company may, upon Commission approval, offer customer specific rate incentives during specified promotional periods. The Company will provide written notice to the Commission at least 10 days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

CANCELLED

TE-2006-0337

E. Rates and Charges

1. <u>Dime-a-Minute Plan</u>

Customers that select Iowa Telecom as both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, may select the following rates, where the service is available:

Charge

a. Service Charge – recurring \$3.95 / month Inter-state and/or Intra-state calling

b. Usage Rate - 24 hours a day, seven days a week: 10 Cer

10 Cents / Minute

c. Billing periods:

Initial period

60 - seconds, each message

Additional periods Sixty seconds

2. No Fee Plan

The following intraLATA and interLATA rates are available to customers that select Iowa Telecom as both the customer's primary interLATA toll carrier and primary intraLATA toll carrier for calls originated by dialing 1+ (area code) + the seven digit telephone number:

Charge

- a. Usage Rate 24 hours a day, seven days a week 18.49 Cents / Minute Inter-state and/or Intra-state calling
- b. Billing periods:

Initial period

60 - seconds, each message

Additional periods Sixty seconds

Issued: May 1, 2007 Effective: June 1, 2007

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E. Rates and Charges

1. <u>Dime-a-Minute Plan</u>

Customers that select Iowa Telecom as both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, may select the following rates, where the service is available:

<u>Charge</u>

a. Service Charge – recurring \$3.95 / month Inter-state and/or Intra-state calling

b. Usage Rate - 24 hours a day, seven days a week: 10 Cents / Minute

c. Billing periods: Initial period

60 - seconds, each message

Additional periods Sixty seconds

2. No Fee Plan

The following intraLATA and interLATA rates are available to customers that select Iowa Telecom as both the customer's primary interLATA toll carrier and primary intraLATA toll carrier for calls originated by dialing 1+ (area code) + the seven digit telephone number:

<u>Charge</u>

a. Usage Rate - 24 hours a day, seven days a week Inter-state and/or Intra-state calling

b. Billing periods: Initial period

60 - seconds, each message

Additional periods Sixty seconds

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

Vice President – External Affairs & Marketing
Newton, IA 50208





3. 7 Cent Plan

Customers that select Iowa Telecom as both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, may select the following rates, where the service is available:

Charge

Monthly Fee a.

\$5.95

b. Usage Rates - 24 hours a day, seven days a week

> Out-of-State 7 Cents / Minute In State 10 Cents / Minute

Billing periods: Initial period c.

60 - seconds, each message

Additional periods Sixty seconds

4. 6/10 Cent Plan

Customers that select Iowa Telecom as both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, may select the following rates, where the service is available:

Charge

Monthly Minimum Usage: a.

\$40.00 / Account

b. Usage Rates – 24 hours a day, seven days a week:

> Out-of-State 6 Cents / Minute In State 10 Cents / Minute

> > TE-2006-0337

Billing periods: Initial period c.

30 - seconds, each message

Additional periods Six seconds

Issued: March 1, 2006 Effective: April 1, 2006 D.M. Anderson April 11, 2006

CANCELLED

June 21, 2010

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e. Terms and Conditions

- 1) Business customers who subscribe to the Iowa Telecom Business Toll-Free Calling Plan(incoming calls) can apply the Plan's usage towards the monthly minimum usage for the 6 Cent Plan.
- 2) Multi-Line Business customers may be eligible to receive a preferred customer credit. A contract may apply. No fees and/or minimums can be waived to qualify for this credit.

5. <u>Budget Plan</u>

Customers that select Iowa Telecom as both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, may select the following rates, where the service is available:

Charge

- a. Service charge recurring: \$19.95 / month 250 minutes of Inter-state and/or Intra-state calling
- b. Additional Minute Usage Rate (over the 250 initial): 10 Cents / Minute
- c. Billing periods: Initial period

60 - seconds, each message

Additional periods Sixty seconds

- d. Terms and Conditions
 - 1) Multi-Line Business customers may be eligible to receive a preferred customer credit. A contract may apply. No fees and/or minimums can be waived to qualify for this credit.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

Vice President – External Affairs & Marketing Newton, IA 50208

Filed

Missouri Public
Service Commission

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June 21, 2010

6. Iowa Business Plan

Customers that select Iowa Telecom as both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, may select the following rates, where the service is available:

Charge

- a. Monthly Minimum Usage \$100.00 / Account Inter-state and/or Intra-state calling
- b. Usage Rate 24 hours a day, seven days a week 7.9 Cents / Minute
- c. Billing periods: Initial period
 30 seconds, each message
 Additional periods
 Six seconds
- d. Terms and Conditions
 - 1) Customers who subscribe to the Iowa Business Toll-Free calling plan (incoming calls) can apply the plan's usage towards the monthly minimum usage for the Iowa Business Plan.
 - 2) The Iowa Business plan is available to Business customers only.
 - 3) Multi-Line Business customers may be eligible to receive a preferred customer credit. A contract may apply. No fees and/or minimums can be waived to qualify for this credit.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

CANCELLED

TE-2006-0337

7. <u>Iowa Business Toll-Free Plan</u>

a. Description

The Toll-Free product is defined as incoming intrastate and interstate traffic which terminates at a subscriber's premises. Calls to a subscriber of the service are considered toll-free to the caller.

b. Terms and Conditions

- 1) The customer shall be credited for an interruption of four (4) or more hours at the current monthly recurring rate for that billing cycle.
- 2) Those services with a monthly recurring charge will not be allowed a credit for an interruption of continuous duration of less than four (4) hours.
- 3) Customers are not required to choose Iowa Telecom as either their primary interLATA or intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, in order to select the following rates, where the service is available.

Charge

c. Monthly Fee \$5.00
Inter-state and/or Intra-state calling

d. Usage Rates – 24 hours a day, seven days a week 9.9 Cents / Minute

e. Billing periods: Initial period

30 - seconds, each message

Additional Periods
Six Seconds

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

8. <u>Iowa Telecom Toll-Free Plan</u>

a. Description

The Toll-Free product is defined as incoming intrastate and interstate traffic which terminates at a subscriber's premises. Calls to a subscriber of the service are considered toll-free to the caller.

- b. Terms and Conditions
 - 1) The customer shall be credited for an interruption of four (4) or more hours at the current monthly recurring rate for that billing cycle.
 - 2) Those services with a monthly recurring charge will not be allowed a credit for an interruption of continuous duration of less than four (4) hours.
 - 3) Customers are not required to choose Iowa Telecom as either their primary interLATA or intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, in order to select the following rates, where the service is available.

Charge

c. Monthly Fee

\$3.00

Includes the first twenty minutes Inter-state and/or Intra-state calling

d. Usage Rates – 24 hours a day, seven days a week: 15 Cents / Minute

e. Billing periods: Initial period

12 - seconds, each message

Additional Periods Six Seconds

Issued: March 1, 2006 Effective: April 1, 2006

April 11, 2006

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INTRASTATE INTEREXCHANGE MESSAGE TELECOMMUNICATIONS SERVICE

9. Iowa Basic Rate Plan

Customers that select Iowa Telecom as both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, may select the following rates, where the service is available:

Charge

a. Monthly Minimum Usage \$5.00 / Account Inter-state and/or Intra-state calling

b. Usage Rates – 24 hours a day, seven days a week 14 Cents / Minute

b. Billing Periods: Initial Period

60 - seconds, each message

Additional periods Sixty Seconds

10. Economy Plan

Customers that select Iowa Telecom as both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, may select the following rates, where the service is available:

Charge

a. Service charge – recurring \$9.95 / month 100 minutes of Inter-state and/or Intra-state calling

b. 24 hours a day, seven days a week

c. Additional Minute Usage Rate (over the 100 initial): 16 Cents / Minute

d. Billing periods: Initial period

60 - seconds, each message

Additional periods Sixty seconds

e. Customers who subscribe to the Freedom Select Bundle may subscribe to (N) additional blocks of 100 minutes for an additional charge of \$8.00. (N)

Issued: June 22, 2006 Effective: July 22, 2006



9. **Iowa Basic Rate Plan**

Customers that select Iowa Telecom as both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, may select the following rates, where the service is available:

Charge

\$5.00 / Account Monthly Minimum Usage a. Inter-state and/or Intra-state calling

Usage Rates – 24 hours a day, seven days a week 14 Cents / Minute b.

Billing Periods: b. **Initial Period**

60 – seconds, each message

Additional periods Sixty Seconds

10. **Economy Plan**

Customers that select Iowa Telecom as both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, may select the following rates, where the service is available:

Charge

Service charge – recurring \$9.95 / month a. 100 minutes of Inter-state and/or Intra-state calling

b. 24 hours a day, seven days a week

Additional Minute Usage Rate (over the 100 initial): 16 Cents / Minute c.

Billing periods: Initial period d.

60 - seconds, each message

Additional periods Sixty seconds

Issued: March 1, 2006 Effective: April 1, 2006

Newton, IA 50208

D.M. Anderson April 11, 2006 Vice President – External Affairs & Marketing





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11. Saver Plan

Customers that select Iowa Telecom as both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, may select the following rates, where the service is available:

Charge

- a. Service charge recurring \$39.95 / month 500 minutes of Inter-state and/or Intra-state calling
- b. Additional Minute Usage Rate (over the 500 initial): 10 Cents / Minute
- c. Billing periods: Initial period

30 - seconds, each message

Additional periods Six seconds

d. Terms and Conditions

Multi-line Business customers may be eligible to receive a preferred customer credit. A contract may apply. No fees and/or minimums can be waived to qualify for this credit.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

TE-2006-0337

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INTRASTATE INTEREXCHANGE MESSAGE TELECOMMUNICATIONS SERVICE

12. Community Plan

Effective February 10, 2005, the Community Plan is no longer available as a stand alone long distance plan. Customers that have the Community Plan as of February 10, 2005, will continue to be billed the Community Plan at the following level. The Community Plan will be available only as part of a SuperSaver or Freedom Package.

Customers that select Iowa Telecom as both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, may select the following rates as part of a SuperSaver or Freedom Package, where the service is available:

Charge

- a. Service charge recurring \$1.95 / month Inter-state and/or Intra-state calling
- b. Usage Rates 24 hours a day, seven days a week 9.9 Cents / Minute (I)
- c. Billing periods: Initial period

60 - seconds, each message

Additional periods Sixty seconds

Issued: November 13, 2006 Effective: December 13, 2006



12. **Community Plan**

Effective February 10, 2005, the Community Plan is no longer available as a stand alone long distance plan. Customers that have the Community Plan as of February 10, 2005, will continue to be billed the Community Plan at the following level. The Community Plan will be available only as part of a SuperSaver or Freedom Package.

Customers that select Iowa Telecom as both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, may select the following rates as part of a SuperSaver or Freedom Package, where the service is available:

Charge

Service charge – recurring \$1.95 / month a. Inter-state and/or Intra-state calling

Usage Rates – 24 hours a day, seven days a week 9.49 Cents / Minute b.

Initial period Billing periods: c.

60 - seconds, each message

Additional periods Sixty seconds

Issued: March 1, 2006 Effective: April 1, 2006 D.M. Anderson

April 11, 2006



13. **All-Iowa Plan**

Customers that select Iowa Telecom as both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, may select the following rates, where the service is available.

Charge

Service charge – recurring a. 350 minutes of in-state calling \$25.00 / month

b. Usage Rates – 24 hours a day, seven days a week 7.9 Cents / Minute Inter-state and/or Intra-state calling

Billing periods: Initial period c.

60 - seconds, each message

Additional periods Sixty seconds

14. **Grand Plan**

Customers that select Iowa Telecom as both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digit telephone number, may select the following rates, where the service is available:

Charge

Service charge – recurring \$69.95 / month a. 1000 minutes of interstate and/or intrastate calling

b. Usage Rates – 24 hours a day, seven days a week 10 Cents / Minute

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Billing periods: Initial period c.

30 seconds, each message

Additional periods

6 seconds

Issued: March 1, 2006 Effective: April 1, 2006 D.M. Anderson April 11, 2006

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INTRASTATE INTEREXCHANGE MESSAGE TELECOMMUNICATIONS SERVICE

15. Unlimited Plan

Customers that select the Freedom Unlimited Bundle will receive the Unlimited Plan for both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digits telephone number. The Freedom Unlimited Bundle rate listed in the General and Local Tariff includes this Plan.

ncludes (C)

(C)

(D)

Charge

a. Up to 2500 minutes of interstate and/or Included intrastate calling in bundle pricing

b. Usage Rates – 24 hours a day, seven days a week 9.9 Cents / Minute above usage allowance

c. Billing periods: Initial period

60 - seconds, each message

Additional periods Sixty seconds

Issued: December 31, 2008 Effective: February 1, 2009

15. <u>Unlimited Plan</u> (N)

Customers that select the Freedom Elite Bundle will receive the Unlimited Plan Plan for both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digits telephone number. The Freedom Elite Bundle rate listed in the General and Local Tariff includes this Plan.

			<u>Charge</u>	
a.	Up to 2500 minutes of interstate and/or intrastate calling		Included in bundle pricing	
b.	Usage Rates – 24 hours a day, seven days a week above usage allowance		9.9 Cents / Minute	
c.	Billing periods:	Initial period 60 - seconds, each message Additional periods Sixty seconds		(N)

Issued: December 1, 2008 Effective: January 1, 2009

SECTION 5: OPERATOR SERVICES

A. Nature of Service

Operator Services is a telephone service which allows customers to originate calls by placing calls to an operator who completes the call.

B. <u>Dialing Procedure</u>

Operator Services may be accessed by any customer who dials one of the following sequences.

$$0 + (NPA) + NXX-XXXX$$

 $00 + (NPA) + NXX-XXXX$
 00

C. Application of Rates and Charges

1. <u>Class of Service</u>

Three classes of Operator Services are offered:

a. Operator Station-to-Station.

Operator Station-to-Station calls allow for completion of operator assisted service to the desired telephone number when the calling party does not specify a particular person to be reached, nor a particular station, department or office to be reached through a communications system attendant.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

CANCELLED

TE-2006-0337

b. Person-to-Person Service.

Person-to-Person Service allows the person originating the call to specify to an operator a particular person to be reached, or a particular station, department, or office to be reached through a communications system attendant. When, after the telephone communications system has been connected and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other person, station, department, or office to be reached through a communications system attendant, the classification of the call remains Person-to-Person.

When the person originating the call wishes the operator to make arrangements in advance with a particular party or station for the establishment of a connection at a specific time (appointment call), the call is classified as Person-to-Person.

2. Reversal of Charges

Charges for Person-to-Person and Operator Station-to-Station calls may be billed against or collected from the called station (i.e., charges may be reversed), if the charges are accepted at the called station. This collect call may be billed to a third party number. In the case of a public or semipublic coin telephone, the charges must be billed to a third party number, or the call may be re-originated from the called station. The regularly established rates apply except that:

When the called station does not accept the charges and the calling party requests the operator to place the call later, on a collect basis, the classification of the call is changed to Person-to-Person and the rates and regulations applicable to Person-to-Person apply.

3. Bill to Third Party

Bill to Third Party denotes a billing arrangement by which a call may be charged to an authorized station as determined by Iowa Telecom other than the station originating the call or the station where the call is terminated. Bill to Third Party calls may be Person-to-Person or Operator Station-to-Station as designated by the calling party.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

CANCELLED

June 21, 2010

Missouri Public Service Commission

IM-2010-0186; YI-2010-0687

Vice President – External Affairs & Marketing Newton, IA 50208



TE-2006-0337

4. Rates and Charges

The following operator assisted charges are in addition to the rates and charges specified the rate tables in Section 4 preceding and Directory Assistance charges, if applicable.

Operator assisted Station to Station Call, per call: \$1.50
Operator assisted Person to Person Call, per call: \$3.00

5. **Busy Verification Service**

a. Description

- 1) Busy Verification Service is furnished to customers upon request to provide Busy Verify or Busy Interrupt for a requested line or trunk.
- 2) This service is provided where facilities exist for Busy Verify or Busy Interrupt through a Telephone Company operator.
- 3) The provision of Busy Verification involves an operator determining the condition of a line or trunk that a customer requests to be checked. The status of this line or trunk is verified to the customer for a charge as listed below.
- 4) The provision of Busy Interrupt involves an operator interrupting a line or trunk that a customer requests to be checked. Information concerning the Busy Interrupt to this line or trunk is passed to the customer for a charge as listed below.
- 5) No request will be processed on a collect or reversal of charge basis.

b. Rates

1) The charges listed below are in addition to the rates and charges associated with local or Long Distance Message Telecommunications Service.

		Charge
a)	Busy Verify, per request	\$ 1.50
b)	Busy Interrupt, per request	3.00

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

CANCELLED
June 21, 2010
Missouri Public
Service Commission
IM-2010-0186; YI-2010-0687

Vice President – External Affairs & Marketing Newton, IA 50208



Charge

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2) No charge will apply if the line situation indicates a trouble condition. No charge applies when the request is identified as an emergency request by the customer and originates from or to emergency agencies, such as police, fire, rescue, or ambulance.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

Vice President – External Affairs & Marketing Newton, IA 50208

FiledMissouri Public
Service Commission

CANCELLED

June 21, 2010

SECTION 6: DIRECTORY ASSISTANCE

A. Nature of Service

Directory Assistance is a telephone service whereby Iowa Telecom customers may obtain assistance in determining telephone numbers by calling a Directory Assistance number.

Customer Name and Address (CNA) Service is a reverse search feature which allows the caller to request a customer's name and/or address after giving the directory assistance operator a complete phone number.

B. <u>Dialing Procedure</u>

Long distance direct dialed Directory Assistance, from customers who select Iowa Telecom Direct as their 1+ carrier, is obtained by dialing 411, 555-1212, or 1+ area code + 555-1212.

Directory Assistance may also be obtained by use of the Travel Card Service described in Section 7 of this Tariff.

C. <u>Conditions</u>

- 1. The Company shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished; and the customer shall indemnify and save the Company harmless against all claims (including costs and attorney's fees) that may arise from the use of this service.
- 2. A caller may request a maximum of two telephone numbers for each call to Directory Assistance.
- 3. The customer will have access to any in-or-out-of-franchise, number/address listing within Iowa, with the exception of non-published listings.

D. Application of Rates and Charges

Charges will apply on requests for numbers which are unlisted or which the operator cannot locate.

Issued: March 1, 2006

D.M. Anderson

Effective: April 1, 2006

April 11, 2006

Vice President – External Affairs & Marketing Newton, IA 50208

Filed

Missouri Public
Service Commission

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1. Allowance

A credit allowance will be given, i.e., the charge that would otherwise apply will be waived, when:

- The customer experiences poor transmission or is cut-off during the call to a. Directory Assistance,
- b. The customer is given an incorrect telephone number by the Directory Assistance operator, or
- The customer has inadvertently misdialed and has reached Directory c. Assistance for the wrong area code.

To obtain such a credit/waiver, the customer must promptly notify his or her customer service representative.

2. **Exemption**

Customers are exempt from Directory Assistance charges, when:

- Calls placed from residence telephones where a member of the customer's a. household has been certified by a qualified authority as unable to use a directory or from the business telephone of a certified customer where other assistance is not available. A qualified authority is defined as including doctors of medicine, ophthalmologists, optometrists, registered nurses, therapists, professional staff of hospitals, institutions and public welfare agencies. Certification of physical disability sufficiently severe to prevent reading or using conventional reading materials may also be made by professional librarians or by any person whose competence in this area is acceptable to the Librarian of Congress of the United States.
 - b. Calls from certified exempt customers and charged to their calling card.

Issued: March 1, 2006 Effective: April 1, 2006

D.M. Anderson Vice President – External Affairs & Marketing Newton, IA 50208

April 11, 2006

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INTRASTATE INTEREXCHANGE MESSAGE TELECOMMUNICATIONS SERVICE

3. Rates

Directory Assistance Service

Charge

Dialed calls over which Iowa Telecom facilities are utilized, per call

\$2.99

(I)

Effective: December 1, 2007 Issued: November 1, 2007

CANCELLED

Iowa Telecommunications Services, Inc. d/b/a Iowa Telecom

PSC MO NO. 2

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1st Revised Page 3

Cancels Original Page 3

INTRASTATE INTEREXCHANGE MESSAGE TELECOMMUNICATIONS SERVICE

3. Rates

Directory Assistance Service

Charge

Dialed calls over which Iowa Telecom facilities are utilized, per call

\$2.49

(I)

Issued: June 1, 2007

CANCELLED
December 1, 2007
Missouri Public
Service Commission

D.M. Anderson Vice President – External Affairs & Marketing Newton, IA 50208

Filed Missouri Public Service Commission

Effective: July 1, 2007

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INTRASTATE INTEREXCHANGE MESSAGE TELECOMMUNICATIONS SERVICE

3. Rates

Directory Assistance Service

Dialed calls over which Iowa Telecom facilities are utilized, per call

Charge

\$1.95

Issued: March 1, 2006 Effective: April 1, 2006

D.M. Anderson Vice President – External Affairs & Marketing Newton, IA 50208

Filed

Missouri Public
Service Commission

April 11, 2006

Cancelled

SECTION 7: TRAVEL CARD SERVICE

A. Application

Iowa Telecom and/or the Telephone Company offers a Travel Card Service in connection with its Message Telecommunications Service. Travel Card Service permits customers to make calls between intrastate locations.

Travel Card Services are offered for completion of the following services:

1. Message Telecommunication Services

The travel card allows the completion of Message Telecommunications Service as described in Section 4 of this Tariff by use of an 8XX access number and PIN.

2. Directory Assistance

The travel card allows the completion of Directory Number Request Service for up to two phone numbers by the use of an 8XX access number and PIN.

B. Rates and Charges

1. Surcharges

The following surcharges for Travel Card Service are in addition to the applicable usage charges and other charges for the portion of the service used as set forth in Section 4 proceeding.

a.	Message Telecommunication Services	Charge	
	Per call charge for all calls within Iowa	\$0.95	
b.	Directory Assistance		
	Service Request Data base lookups/call (maximum 2 numbers)	0.95 2.99	(I)

Issued: November 1, 2007 Effective: December 1, 2007

SECTION 7: TRAVEL CARD SERVICE

A. Application

Iowa Telecom and/or the Telephone Company offers a Travel Card Service in connection with its Message Telecommunications Service. Travel Card Service permits customers to make calls between intrastate locations.

Travel Card Services are offered for completion of the following services:

1. Message Telecommunication Services

The travel card allows the completion of Message Telecommunications Service as described in Section 4 of this Tariff by use of an 8XX access number and PIN.

2. <u>Directory Assistance</u>

The travel card allows the completion of Directory Number Request Service for up to two phone numbers by the use of an 8XX access number and PIN.

B. Rates and Charges

1. Surcharges

The following surcharges for Travel Card Service are in addition to the applicable usage charges and other charges for the portion of the service used as set forth in Section 4 proceeding.

a.	Message Telecommunication Services	Charge	
	Per call charge for all calls within Iowa	\$0.95	
b.	Directory Assistance		
	Service Request Data base lookups/call (maximum 2 numbers)	0.95 2.49	(I)

Issued: June 1, 2007 Effective: July 1, 2007

SECTION 7: TRAVEL CARD SERVICE

A. Application

Iowa Telecom and/or the Telephone Company offers a Travel Card Service in connection with its Message Telecommunications Service. Travel Card Service permits customers to make calls between intrastate locations.

Travel Card Services are offered for completion of the following services:

1. <u>Message Telecommunication Services</u>

The travel card allows the completion of Message Telecommunications Service as described in Section 4 of this Tariff by use of an 8XX access number and PIN.

2. <u>Directory Assistance</u>

The travel card allows the completion of Directory Number Request Service for up to two phone numbers by the use of an 8XX access number and PIN.

B. Rates and Charges

1. Surcharges

The following surcharges for Travel Card Service are in addition to the applicable usage charges and other charges for the portion of the service used as set forth in Section 4 proceeding.

a.	Message Telecommunication Services	<u>Charge</u>	
	Per call charge for all calls within Iowa	\$0.95	
b.	Directory Assistance		
	Service Request	0.95 1.95	

Issued: March 1, 2006 Effective: April 1, 2006

TE-2006-0337

2. **Monthly Recurring Charge**

Per Account 0.95

3. **Usage Rates**

The following per minute Usage Rates for Travel Card Service are in addition to the applicable other charges for other portions of the service used.

Charge

\$0.25

Message Telecommunication Services: a.

> The following per minute Usage Rates apply in lieu of the Message rates as set forth in Section 4 of this Tariff.

Issued: March 1, 2006 Effective: April 1, 2006 D.M. Anderson April 11, 2006

June 21, 2010 Missouri Public Service Commission IM-2010-0186; YI-2010-0687

CANCELLED

Vice President – External Affairs & Marketing Newton, IA 50208

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SECTION 8: PUBLIC PAYPHONE SURCHARGE

A. Application

A Public Payphone Surcharge applies to all completed customer interstate long distance calls placed from a public/semi-public payphone, which are not paid on a sent paid basis. Specifically, the public payphone surcharge applies to:

- 1. Travel Service;
- 2. Calls to Iowa Telecom 8XX Service;
- 3. Calls to Directory Assistance Service;
- 4. Iowa Telecom Prepaid Card Service;
- 5. Collect calls; and
- 6. Calls billed to a third number.

The Public Payphone Surcharge is applied in addition to any other applicable Service Charges or Surcharges.

The public payphone Surcharge does not apply to:

- 1. Calls paid for by inserting coins at the public/semi-public payphone.
- 2. Calls placed from stations other than public/semi-public payphones.
- 3. Telecommunications Relay Service calls.

B. Rates

As billing capabilities become available, each completed call will be surcharged as follows:

Rate Per Call \$0.30

Issued: March 1, 2006

CANCELLED
June 21, 2010
Missouri Public
Service Commission
IM-2010-0186; YI-2010-0687

D.M. Anderson Vice President – External Affairs & Marketing Newton, IA 50208 April 11, 2006
Filed

Missouri Public
Service Commission

Effective: April 1, 2006

(N)

(N)

INTRASTATE INTEREXCHANGE MESSAGE TELECOMMUNICATIONS SERVICE

15. Unlimited Plan

Customers that select the Freedom Elite Bundle will receive the Unlimited Plan Plan for both their primary interLATA and intraLATA toll carrier for calls originated by dialing 1 + (area code) + the seven digits telephone number. The Freedom Elite Bundle rate listed in the General and Local Tariff includes this Plan.

			<u>Charge</u>	
a.	Up to 2500 minutes of interstate and/or intrastate calling		Included in bundle pricing	
b.	Usage Rates – 24 hours a day, seven days a week above usage allowance		9.9 Cents / Minute	
c.	Billing periods:	Initial period 60 - seconds, each message Additional periods Sixty seconds		(N)

Issued: December 1, 2008 Effective: January 1, 2009