
INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TELECOMMUNICATIONS TARIFF
OF
WORLDWIDE TELECOMMUNICATIONS INC.

This tariff filed with the Missouri Public Service Commission contains the rates, terms and conditions applicable to the Resale Telecommunications Services provided by Worldwide Telecommunications Inc. ("WTF") within the state of Missouri.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*	31	Original	*
7	Original	*	32	Original	*
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* - indicates those pages included with this filing

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EXPLANATION OF SYMBOLS

When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected. Changes will be identified on the revised page(s) through the use of the following symbols:

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

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially; however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate interexchange telecommunications services by Worldwide Telecommunications Inc. ("WTT") within the State of Missouri.

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STATEMENT OF COMPETITIVE CARRIER STATUS

Worldwide Telecommunications Inc. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

STATUTES

- 392.210.2 - Uniform System of Accounts
- 392.240(1) - Just & Reasonable Rates
- 392.270 - Ascertain Property Values
- 392.280 - Depreciation Accounts
- 392.290 - Issuance of Securities
- 392.300.2 - Acquisition of Stock
- 392.310 - Issuance of stock and debit
- 392.320 - Stock dividend payment
- 392.330 - Issuance of securities, debts & notes
- 392.340 - Reorganization

COMMISSION RULES

- 4 CSR 240-10.020 - Depreciation fund income
- 4 CSR 240-30.040 - Uniform system of accounts

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SECTION 1 - DEFINITIONS

Authorized User - A person, firm, corporation or other entity that is authorized by the Subscriber to be connected to the service of the Subscriber under the terms and regulations of this tariff.

MPSC - Refers to the Missouri Public Service Commission

Commission - Refers to the Missouri Public Service Commission.

Company - Whenever used in this tariff, "Company" refers to Worldwide Telecommunications Inc., unless otherwise specified or clearly indicated by the context.

Completed Calls - calls answered at the distance end. If a Customer is charged for an incomplete call, the Company will issue a one minute credit upon the Customer's request.

Customer - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

Dedicated Access - A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

Incomplete call - A call in which no Called Station was reached by the Caller (i.e. busy signal or no answer).

LEC - Local Exchange Company

Premises - 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.

Services(s) - Refers to all telecommunications services and other services related thereto provided by the Company to Customers or Users.

Switched Access - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Toll Free Service - a service that provides long distance calling to a predesignated destination where charges are the responsibility of the call terminated party.

User (or End User) - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

WTI - Refers to Worldwide Telecommunications Inc., the issuer of this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.1 Undertaking of the Company****2.1.1 Scope**

The Company's services and facilities are furnished for communications originating and terminating within the State of Missouri under terms of this tariff. The Company's services are available twenty-four (24) hours per day, seven (7) days per week

2.1.2 Terms and Conditions

- A.** Customers may be required to enter into written or verbal service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- B.** Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- C.** Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- D.** To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- E.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Liability of the Company

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- B. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- C. The Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- D. The liability of the Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Liability of the Company, (Cont'd.)

- E. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;
 6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this tariff;

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Liability of the Company, (Cont'd.)

E. (Cont'd.)

7. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected;
8. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
9. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
10. Any noncompletion of calls due to network busy conditions;
11. Any calls not actually attempted to be completed during any period that service is unavailable;

F. The Company shall be indemnified, defended and held harmless by the Customer or User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Customer equipment or facilities or Service provided by the Company.

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Liability of the Company, (Cont'd.)

- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- H. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within sixty(6) days after the date of the occurrence that gave rise to the claim.
- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Notification of Service-Affecting Activities**

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

2.1.5 Provision of Equipment and Facilities

A. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment; or
3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.2 Use of Service

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

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

- 2.3.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.3.2** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.3** A Customer or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services.

2.4 Limitations on Service

- 2.4.1** Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this tariff.
- 2.4.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff or the law.
- 2.4.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.4.4** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.4.5** Service may be discontinued by the Company, without notice to the Customer, 1) by blocking traffic to or from certain countries, cities, NXX exchanges, or individual telephone stations, or 2) by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of, or nonpayment for, its services. The Company will restore service as soon as it can be provided without undue risk.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Responsibilities of the Customer****2.5.1 General**

- A. The Customer is responsible for payment of all charges for Services provided under this tariff.
- B. The Customer is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- C. The Customer is responsible for compliance with the applicable regulations set forth in this tariff; and
- D. The Customer shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in this tariff, arising in connection with the provision of Service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith.

2.5.2 Liability of the Customer

- A. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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

2.6 Customer Liability for Unauthorized Use of the Network

2.6.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 3. Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff. Furthermore, Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company within sixty (60) days from the date of issuance of the Customer's bill.

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

2.6 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.6.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's toll-free number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone numbers, and assist the Customer in identifying the perpetrator(s) of the fraud for purposes of pursuing civil remedies.
- D. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Customer Equipment and Channels****2.7.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.7.2 Station Equipment

- A.** Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

2.8 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

- 2.8.1** A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.
- 2.8.2** A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Customer Deposits and Advance Payments****2.9.1 Deposits**

The Company reserves the right to collect deposits from Customers or potential Customers whose credit or payment history is unsatisfactory or unknown to the Company.

2.9.2 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

2.10 Payment Arrangements**2.10.1 Payment for Service**

The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent as promptly as possible. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

- A.** Customer bills for telephone service are due upon receipt, unless otherwise specified by this tariff or by contract. A Customer is in default unless payment is made on or before the due date specified on the bill.
- B.** In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred.
- C.** The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. The Customer is responsible for all calls placed via the Customer's authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Payment Arrangements, (Cont'd.)****2.10.2 Billing and Collection of Charges**

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

- A. The Company shall present invoices for recurring charges monthly to the Customer, if any, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. Usage charges will be billed monthly for the preceding billing period.
- B. When service does not begin on the first day of the month, or end on the last day of the month, the charge for monthly recurring charges, if any for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, calculations are based on the actual number of days in the month.
- C. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- D. If any portion of the payment is not received by the Company within twenty (20) days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Payment Arrangements, (Cont'd.)****2.10.2 Billing and Collection of Charges, (Cont'd.)**

- E.** The Customer must notify the company of any disputed items on an invoice within sixty (60) days of the date the invoice is issued. If the Customer and the company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- F.** If payment for service is not received within sixty (60) days of the date the invoice is issued, the Company reserves the right to cancel service. A disconnection fee as set forth in the Customer's contract will apply. To reinstate service, the Customer must remit all outstanding charges. A reconnection fee of \$50.00 will apply per line.
- G.** Bills are due and payable as specified on the bill. All charges for service are payable only in U.S. currency. Payment may be made by cash, check, money order, cashier's check, credit card, bank debit arrangement or via an ACH account.

2.10.3 Returned Check Charge

The Company reserves the right to assess a return-check charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this Tariff and pursuant to Missouri law and Missouri regulations.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.11 Taxes and Fees

- 2.11.1** Unless otherwise specified, all state and local taxes (i.e., sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.11.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.11.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

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

2.11 Taxes and Fees, (Cont'd.)

2.11.3 (Cont'd.)

A. Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

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

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call: \$0.53

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

2.12 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section. Customers will be provided five (5) day's written notice prior to discontinuance unless otherwise indicated.

2.12.1 Upon the Company's discontinuance of service to the Customer under Section 2.12.1(A) or 2.12.1(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- A. Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- D. Without notice in the event of unauthorized use of telephone service.
- E. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- F. In the event of tampering with equipment or services furnished by the company.
- G. The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (e.g., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.12 Discontinuance of Service for Cause, (Cont'd.)****2.12.2 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company written or verbal notice of desire to terminate service. If service is provided pursuant to contract, the terms of the contract for cancellation of service apply.

2.12.3 Credit for Cancellation

Where the Company cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated based on the actual number of days in the month the service was rendered. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

2.13 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Company reserves the right to assess termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.10.2.

2.13.1 Termination Liability

Unless otherwise specified, Customer's termination liability for cancellation of service prior to the expiration of the term contract shall be equal to:

- A. all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. the per month average of the monthly billing (excluding taxes and fees) over the term of the contract from date of commencement to the date of termination, times the number of months remaining in the contract.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Interconnection with Other Carriers**

Service furnished by the Company may be connected with the services or facilities of other carriers. Such services or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.15 Inspection, Testing and Adjustment

Upon reasonable notice, the services provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance.

2.16 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE AND RATES

3.1 General

The Customer is ultimately responsible for all charges. Each Customer is charged individually for each call placed through the Company. Access lines are responsibility of the Customer. The Company may, upon request, act as the Customer's agent for ordering appropriate access facilities. The Customer is responsible for the payment of all installation and recurring charges associated with such access.

Intrastate services are offered in conjunction with interstate and international services.

3.2 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

3.2.1 Chargeable time for all calls will begin when the local exchange company signals that the called party has answered. Chargeable time ends when one of the parties disconnects from the call, as signaled by the local carrier.

3.2.2 There are no charges for incomplete calls.

3.2.3 Rates for service are not distance or time of day sensitive.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D)

3.3 Worldwide Dedicated 1+ Voice Service

Worldwide Dedicated 1+ Voice Service is offered to Customers for outbound calling via dedicated access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service.

In addition to the rates shown following, installation and a monthly service charge is applicable to dedicated trunking facilities provisioned by and billed to the Company by the local exchange carrier.

3.3.1 Dedicated Rates and Charges

	Account Set Up Fee	Monthly Service Fee, First Line	Additional Line Charge, Per Line	Usage Rates
Tier 1	\$15.00	\$ 5.95	\$2.50	\$0.165
Tier 2	\$15.00	\$ 9.95	\$2.50	\$0.145
Tier 3	\$15.00	\$15.95	\$2.50	\$0.125
Tier 4	\$15.00	\$19.95	\$2.50	\$0.105
Tier 5	\$20.00	\$25.95	\$2.50	\$0.085
Tier 6	\$20.00	\$29.95	\$2.50	\$0.065
Tier 7	\$20.00	\$29.95	\$2.50	\$0.045
Tier 8	\$20.00	\$35.95	\$2.50	\$0.025
Tier 9	\$25.00	\$35.95	\$2.50	\$0.015

For billing purposes, call timing of usage is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D)

3.4 Worldwide Switched 1+ Voice Service

Worldwide Switched 1+ Voice Service is offered to Customers for outbound calling via switched access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service.

In addition to the rates shown following, installation and a monthly service charge is applicable to switched trunking facilities provisioned by and billed to the Company by the local exchange carrier.

3.4.1 Switched Rates and Charges

	Account Set Up Fee	Monthly Service Fee, First Line	Additional Line Charge, per Line	Usage Rates
Tier 1	\$15.00	\$ 5.95	\$2.50	\$0.159
Tier 2	\$15.00	\$ 9.95	\$2.50	\$0.139
Tier 3	\$15.00	\$15.95	\$2.50	\$0.119
Tier 4	\$15.00	\$19.95	\$2.50	\$0.099
Tier 5	\$20.00	\$25.95	\$2.50	\$0.079
Tier 6	\$20.00	\$29.95	\$2.50	\$0.059
Tier 7	\$20.00	\$29.95	\$2.50	\$0.039
Tier 8	\$20.00	\$35.95	\$2.50	\$0.029
Tier 9	\$25.00	\$35.95	\$2.50	\$0.019

For billing purposes, call timing of usage is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

3.5 Directory Assistance

Directory Assistance is available to Customers of the Company. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

3.5.1 Directory Assistance Charge

Directory Assistance, Per Call \$0.85

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - PROMOTIONS AND CONTRACT SERVICES**4.1 Promotions**

From time to time the Company may provide promotional offerings to introduce a current or potential Customer to a service not being used by the Customer. These offerings may be limited to certain dates, times, and locations, and may waive or reduce recurring or nonrecurring charges. Such promotions shall be made available to all similarly situated Customers in the target market area.

4.2 Contracts

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

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