ONE CALL INTERNET, INC.

	Missouri Public		
ADOPTION NOTICE	REC'D MAY 09 2002		
One Call Internet, Inc.	Service Commission		

One Call Internet, Inc., an Indiana corporation, hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences schedule agreements, divisions, authorities or other instruments whatsoever, filed with the Missouri Public Service Commission, by One Call Communications, Inc.

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

Missouri Public

FILED JUN 2 8 2002 0 2 -10 6 5 Service Commission



CANCELLED

XA-2003-0057

November 24, 2002 Missouri Public Service Commission

ISSUED: May 9, 2002

Laura Clore, Regulatory Manager One Call Internet, Inc. 801 Congressional Blvd. Carmel, Indiana 46032 EFFECTIVE: June 8, 2002

JUN 2 8 2002

ONE	CALL	INTERNET,	INC.

P.S.C. Mo. No. 1 Second Revised Sheet No. 1, Replacing First Revised Sheet No. 1

TITLE SHEET	Micsour	i Public
Missouri Interexchange Telecommunications Tariff	REC'D MAY	0 9 2002
<u>of</u> S	ervice Cor	nmission
One Call Internet, Inc.		

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by One Call Internet, Inc., with principal offices at 701 Congressional Blvd., Suite 140, Carmel, IN 46032, telephone number (317) 843-1300. This tariff applies for services furnished within the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

One Call Internet, Inc. operates as a competitive telecommunications company as defined by Case No. TA-91-293 within the State of Missouri.

All services will be provided in accordance with Commission rules and regulations.

Missouri Public

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ISSUED: May 9, 2002

CANCELLED XA-2003-0057 November 24, 2002 Missouri Public Service Commission Laura Clore, Regulatory Manager One Call Internet, Inc. 801 Congressional Blvd. Carmel, Indíana 46032 EFFECTIVE: June 10, 2002

JUN 2 8 2002

First Revised Sheet No. 1 Cancels Original Sheet No. 1

Missouri Public Service Commission Tariff NO.1 RECEIVED

MAY 12 1995

MO. PUBLIC SERVICE COMM.

MISSOURI TELECOMMUNICATIONS TARIFF

This tariff contains the rules and regulations, service descriptions, and rates applicable to the furnishing of service and facilities for telecommunications services provided by One Call Communications, Inc., with principal office at 801 Congressional Blvd., Carmel, Indiana 46032. This tariff applies for services furnished within the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

One Call is a "competitive" telecommunications company as defined by Case No. TO-88-142.

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JUN 2 8 2002 2 A RS 1 Public Service Comprission

ISSUED: May 10, 1995

EFFECTIVE: June 12, 1995

CANCELLED XA-2003-0057 November 24, 2002 Missouri Public Service Commission

By:

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Deborah Barrett, Vice President One Call Communications, Inc. 801 Congressional Boulevard Carmel, IN 46032

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MISSOURI Public Service Commission

Original Sheet No. 1

Missouri Public Service Commission Tariff NO.1

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MISSOURI TELECOMMUNICATIONS TARIFF

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BY 1 A R. S. # 1 Public Service Commission MISSOURI

ISSUED: OCTOBER 22, 1991

EFFECTIVE: NOVEMBER 4, 1991

BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, Indiana 46032

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CANCELLED XA-2003-0057

November 24, 2002 Missouri Public Service Commission

First Revised Sheet No. 1.1 Cancels Original Sheet No. 1.1

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Missouri Public Service Commission Tariff NO. 1

MAY 12 1995

WAIVER OF RULES AND REGULATIONS

MO. PUBLIC SERVICE COMM.

Pursuant to Case No. TA-91-293 the following Rules and Regulations have been waived for purposes of offering network services as set forth herein:

Statutory Provisions

Section 392.240 (1) Section 392.270 Section 392.280

Commission ratemaking Property valuation **Depreciation accounts**

Commission Rules

CSR 240-30.010 (2) (C)	Copies of rate schedules
CSR 240-30.060 (5)	Rate case requirements
CSR 240-32.030 (1) (C)	Access line and grade of service complaints
CSR 240-32.050 (3)	Information at business offices
CSR 240-32.050 (4)	Telephone directories
CSR 240-32.050 (5)	Call interception
CSR 240-32.050 (6)	Telephone number changes
CSR 240-32.070 (4)	Coin telephone



CANCELLED

XA-2003-0057

November 24, 2002

Missouri Public Service Commission

By:

ISSUED: May 10, 1995

EFFECTIVE: June 12, 1995

Deborah Barrett, Vice President One Call Communications, Inc. 801 Congressional Boulevard Carmel, IN 46032

JUN 1 2 1995

MISSOURI Public Service Commission



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Original Sheet No. 1.1

Missouri Public Service Commission Tariff NO. 1

WAIVER OF RULES AND REGULATIONS

SEP 64 1901

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Copies of rate schedules Rate case requirements Access line and grade of service complaints Information at business offices Telephone directories Call interception Telephone number changes Coin telephone

CANCELLED

JUN 121995

BY 1st R. S. #1.1 Public Service Commission MISSOURI

ISSUED: October 22, 1991

EFFECTIVE: November 4, 1991

BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, IN 46032

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NOV 4 1991 Public Service Commission



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RECENSU Missouri Public Service Commission Tariff NO.1 3E7 26 1931 TABLE OF CONTENTS MO. PUZLID S. T. T. M.

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ISSUED: SEPTEMBER 25, 1991

BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, Indiana 46032



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Original Sheet No. 3 RECEVED

SEP 28 1931 Missouri Public Service Commission Tariff NO.1

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C)- To signify changed regulation or rate (See Note Below)
- (D)- To signify discontinued regulation or rate
- (I)- To signify increase
- (M)- To signify a matter relocated without change
- (N)- To signify new regulation or rate
- (R)- To signify reduction
- (S)- To signify reissued matter
- (T)- To signify a change in text but no change in regulation or rate
- (Z)- To signify a correction

NOTE: When used in reference to a rate, the symbol (C) indicates that a changed rate will result in either an increase or a decrease for certain customers.

ISSUED: SEPTEMBER 25, 1991

EFFECTIVE: COCTOBER-28, 1991 NOV 4 - 1991

BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, Indiana 46032

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Original Sheet No. 4

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SEP 21 1991

Missouri Public Service Commission Tariff NO.1

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TARIFF FORMAT

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

B. <u>Sheet Revision Numbers</u> Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Missouri Public Service Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.

ISSUED: SEPTEMBER 25, 1991

BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, Indiana 46032 EFFECTIVE: **@@TOBER** 28,5:19915 NOV 4 - 1991

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NOV 4 1991 Public Service Commission



Original Sheet No. 5

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Missouri Public Service Commission Tariff NO.1 SEP 53 133

MO. PUELIC SET TOTION 1

Application of Tariff

This tariff contains the description, rules, regulations, rates, and charges applicable to interexchange carrier telecommunications services offered by One Call Communications, Inc., which will provide interexchange services within the State of Missouri.

ISSUED: SEPTEMBER 25, 1991

BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, Indiana 46032 EFFECTIVE: COTOBER 28, 1991, NOV 4 - 1991

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ONE CALL COMMUNICATIONS, INC.

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Missouri Public Service Commission Tariff NO.1

MO. PUBLIC SERVICE COMM.

SECTION I-TECHNICAL TERMS AND DEFINITIONS

1. <u>Account Number</u> A numerical code, one or more of which is assigned to each Customer to enable each Customer to access the Company's service. Account Numbers are used by the Company both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Each Customer is assigned an Account Number or Code. If a Customer wishes to have the charges on their monthly statement segregated in a particular way, they may do so by obtaining one or more Additional Account Code(s).

- 2. <u>Access Line</u> A dedicated arrangement which connects a customer location to Company terminal location or Company switching center.
- 3. <u>Application for Service</u> A standard Company order form which includes all pertinent billing, technical, and other description information which will enable Company to provide telecommunications services.
- 4. <u>Authorized User</u> A person, firm, corporation or other entity authorized by Company or customer to receive or send communications.
- 5. <u>Billing Record Change A change in customer billing address.</u>
- 6. <u>BOC</u> Bell Operating Company.
- 7. <u>Called Station</u> Denotes the terminating point of a call (i.e., the called telephone number).
- 8. <u>Calling Card</u> A billing arrangement by which the charge for a call may be billed to certain telephone company-issued calling card numbers.
- 9. <u>Carrier Recognized Holidays</u> Company recognizes the following holidays: Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, and Labor Day. The rate applicable is the Evening rate.

ISSUED: SEPTEMBER 25, 1991

EFFECTIVE 100 4 - 1991

BY: Donald W. Roudebush, President One Call Communications. Inc. 801 Congressional Blvd Carmel, Indiana 46032

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Missouri Public Service Commission Tariff NO.1 MO. PUBLIC SERVICE ACCURATE

SECTION I-TECHNICAL TERMS AND DEFINITIONS (Continued)

- 10. <u>Collect Call</u> A payment arrangement whereby the called station accepts billing for the call placed over Company's service.
- 11. <u>Company</u> One Call Communications, Inc.
- 12. <u>Company Services</u> All intrastate services are available on a full time basis twenty four (24) hours a day.
- 13. <u>Credit Card Call</u> A billing arrangement by which a call may be charged to an authorized credit card number, such as American Express, Discover, MasterCard, or VISA.
- 14. <u>Customer</u> The person, firm, partnership, corporation, or other entity which subscribes, orders or uses service(s) and is responsible for the payment of charges and compliance with tariff regulations.
- 15. <u>Customer Calling Card Station</u> The payment arrangement which enables the end user to bill calls to an authorized calling card.
- 16. <u>DS-1</u> A high digital communications service with a transmission rate of 1.544 million bits per second, or the equivalent of 24-voice channels transmitting at 64 thousand bits per second each.
- 17. <u>Dedicated Access</u> A special access line from customer premise to Local Exchange Company.
- 18. <u>Directory Assistance Service</u> Directory Assistance Service, as provided by the Company, consists of supplying or attempting to supply listed telephone numbers to persons who call the Directory Assistance Bureau. The charges billed to the Customer, pursuant to this tariff, shall reflect only those Directory Assistance calls billed to the Company by the Local Exchange Carrier. Directory Assistance personnel cannot complete calls to requested telephone numbers.

ISSUED: SEPTEMBER 25, 1991 BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, Indiana 46032 NOV 4 - 1991 FILED NOV 4 - 1991 91 - 293

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Missouri Public Service Commission Tariff NO.1

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SECTION I-TECHNICAL TERMS AND DEFINITIONS (Continued)

- 19. <u>End User</u> Any person, firm, partnership, corporation, or other entity whose furnished telecommunications services are under the provisions and regulations of Company's tariff. End User is typically a member of the transient public and, if so, does not negotiate directly with the Company for provisioning or termination of service.
- 20. FGB Access Feature Group B Access. 950-XXXX dialing procedures.
- 21. <u>FGD Access</u> Feature Group D Access. 10XXX dialing one plus dialing procedures.
- 22. <u>Installation</u> The connection of a circuit, dedicated access line, or port for new or additional service.
- 23. Intrastate Call Any call which originates and terminates in Missouri.
- 24. <u>Interstate Call</u> Any call which originates in Missouri and terminates outside Missouri.
- 25. LATA Local Access Transport Area.
- 26. <u>Local Exchange Carrier</u> A company which furnishes exchange telephone service.
- 27. <u>Major Credit Card</u> A universally accepted charge card. American Express, Discover, Mastercard, and VISA are examples of major credit cards.

ISSUED: SEPTEMBER 25, 1991

BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, Indiana 46032

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Missouri Public Service Commission Tariff NO.1

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SECTION I-TECHNICAL TERMS AND DEFINITIONS (Continued)

- <u>POP</u> A physical location within a LATA at which an Interexchange Company establishes itself for the purpose of obtaining LATA access and to which the BOC provides access.
- 29. <u>Premises</u> The space designated by a customer at its place(s) of business for termination of Company's service, whether for its own communications needs or for the use of its resale customers. In the case of a non-profit sharing group, this term includes space at each sharer's place(s) of business, as well as space at the customer's place of business.
- 30. <u>Processing Fee</u> A fee which Company may charge a Customer on a one-time basis to cover the cost of processing the Customer's initial service application and assigning Account Number(s) to the customer.
- 31. <u>Registration Program</u> Part 68 of the FCC's Rules and Regulations which permits customer equipment to be directly connected to access facilities and circuits without the requirement for a protective circuitry.
- 32. <u>Rate Center</u> A geographic location from which the vertical and horizontal coordinates are used in calculation of airline mileage.
- 33. <u>Rate Period</u> For all purposes of this tariff, the following rate period definitions shall apply:

Day: 8:00 a.m. to 5:00* p.m., Monday through Friday Evening: 5:00 p.m. to 11:00* p.m., Monday through Friday Night: 11:00 p.m. to 8:00* a.m., all days All day Saturday and Sunday

* To but not inclusive

801 Congressional Blvd.

Carmel, Indiana 46032

Donald W. Roudebush, President One Call Communications, Inc.

ISSUED: SEPTEMBER 25, 1991

EFFECTIVE: OCTOBER:28,1991

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CANCELLED XA-2003-0057 November 24, 2002 Missouri Public Service Commission

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Missouri Public Service Commission Tariff NO.1

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SECTION I-TECHNICAL TERMS AND DEFINITIONS (Continued)

- 34. Service Area Refers to the state of Missouri.
- 35. <u>Special Access</u> A special access line from customer premise to Local Exchange Company.
- 36. <u>Station</u> Any location from which long distance calls may be placed or received.
- 37. <u>Subscriber</u> See definition of customer.

Missouri Public Service Commission

- 38. <u>Travel Card</u> A service available to Company subscribers enabling subscribers to access Company's network while in or away from their calling area. The security of the Travel Card is the responsibility of the customer. Customer is responsible for all calls made using their Travel Card.
- 39. <u>Volume Discount</u> A pricing concept which rewards volume users.

ISSUED: SEPTEMBER 25, 1991 EFFECTIVE: OGTOBER 28, 1991 NOV 4 _ 1991 BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. FILED Carmel, Indiana 46032 NOV 4 1991 -Public Service Commission CANCELLED XA-2003-0057 November 24, 2002

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Missouri Public Service Commission Tariff NO.1

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SECTION II-RULES AND REGULATIONS MO. PUBLIC SECTION 1.

1. Description of Service

- 1.1 For purposes of this tariff, the service provided by Company is the resale of interLATA and intraLATA interexchange telecommunications services within the State of Missouri.
- 1.2 The facilities of the Company will be available as soon as practicable upon receipt of an order between those points in different LATAs as specified. Interconnection of the Company's facilities with the facilities of other duly authorized and regulated communications common carriers, and with International Record Carriers ("IRCs"), will be permitted.
- 1.3 The obligation of the Company to provide service is dependent upon its ability to procure and maintain facilities which are required to meet the subscriber's order for service. The Company will make all reasonable efforts to secure the necessary facilities and will amend its tariff accordingly, providing such new service will not adversely affect the Company's present services.
- 1.4 Company, when acting on the subscriber's request, and as subscriber's authorized agent, will make reasonable efforts to arrange for service requirements which may include terminal equipment, circuit conditioning, or connection access.
- 1.5 To use Company's service, the Customer accesses the Company's system, the Customer's phone number or security code is verified and the call is processed.

ISSUED: SEPTEMBER 25, 1991

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BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, Indiana 46032

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Missouri Public Service Commission Tariff NO.1 SEP 2.6 1931

SECTION II-RULES AND REGULATIONS (Continued) MO. PUBLIC STRUCT COMM.

- 2. Application of Service
 - 2.1 The Company requires a subscriber to sign an application form furnished by Company and to establish credit as provided in these Rules and Regulations as a condition precedent to the initial establishment of such service. When special access and service are requested by a subscriber whose credit has not been duly established, subscriber may be subject to the provision described in Section II-3 Deposits.

ISSUED: SEPTEMBER 25, 1991

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BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, Indiana 46032

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Missouri Public Service Commission Tariff NO.1 SEP 21 1331

SECTION II-RULES AND REGULATIONS (Continued) MO. PUBLID SECTION

3. Deposits

- 3.1 Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established, when deemed necessary by the Company, may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing subscriber may be required to make a deposit or increase a deposit presently held.
- 3.2 A deposit is not to exceed the average charges for two (2) months service for that class of service.
- 3.3 A deposit will be returned:

3.3.1 When an application for service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the tariff and the excess portion of the deposit will be returned within 21 days of final bill.

3.3.2 At the end of twelve (12) months of a satisfactory credit history.

3.3.3 Or upon the discontinuance of service. The Company will refund the subscriber's deposit or the balance in excess of unpaid bills for the service within 21 days of final bill.

3.4 The fact that a deposit has been made in no way relieves the subscriber from complying with the regulations with respect to the prompt payment of bills on presentation.

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EFFECTIVE: **OCTOBER 28, 1991** NOV 4 - 1991

BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, Indiana 46032

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Missouri Public Service Commission Tariff NO.1

SECTION II-RULES AND REGULATIONS (Continued) MO. PUBLIC SET ILT TO M.

4. Use of Service

November 24, 2002 Missouri Public Service Commission

- 4.1 Neither subscribers nor their authorized users may use the services furnished by Company for any unlawful purpose. Use and restoration of the service furnished by Company will be in accordance with the rules of the Missouri Public Service Commission.
- 4.2 The services offered herein may be used for one or more of the following:

4.2.1 for the transmission of communications to or by the customer.

4.2.2 for the transmission of communications to or from an authorized user or joint user.

4.2.3 for the transmission of communications to or from subscriber of another common carrier, which has subscribed to Company's communications services for purposes of resale.

ISSU	ED: SEPTEMBER 25, 1991	EFFECTIVE: OCTOBER 28, 1991
BY:	Donald W. Roudebush, Presider One Call Communications, Inc. 801 Congressional Bivd. Carmel, Indiana 46032	
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Missouri Public Service Commission Tariff NO.1 SEP 26 199,

SECTION II-RULES AND REGULATIONS (Continued)

- 4. Use of Service (Continued)
 - 4.3 Service may be arranged for joint use or authorized use. The joint or authorized user shall be permitted to use such service in the same manner as customer, but subject to the following:

4.3.1 One joint or authorized user must be designated as the subscriber. The designated subscriber does not necessarily have to have communications requirements of their own. The subscriber must specifically name all joint or authorized users in the application for service. Orders which involve the start, rearrangement, or discontinuance of joint or authorized use service will be accepted by Company only from that designated subscriber and will be subject to all regulations in this tariff.

4.3.2 All charges for the service will be computed as if the service were to be billed to one subscriber. The joint user or authorized user which has been designated as the subscriber will be billed for all components of the service and will be responsible for all payments to Company. In the event that the designated customer fails to pay the Company each joint user or authorized user shall be liable to the Company for all charges incurred as a result of its use of Company service.

4.4 Service may be arranged for use by Other Common Carriers for the purposes of resale subject to the following:

4.4.1 Other Common Carriers will be responsible for charges, costs, etc., incurred by Company with respect to services as referenced in this tariff.

4.4.2 Other Common Carriers are responsible for all interaction and interface with their own subscribers or customers.

ISSU	ED: SEPTEMBER 25, 1991	EFFECTIVE:	OCTOBER_28, 1991
BY:	Donald W. Roudebush, President One Call Communications, Inc.		NOV 4 - 1991
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Missouri Public Service Commission Tariff NO.1

21, 1991

SECTION II-RULES AND REGULATIONS (Continued)

4. Use of Service (Continued)

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4.5 Service shall not be used for the following:

4.5.1 for any unlawful purpose.

4.5.2 for any purpose for which payment or other compensation is received by the customer, except when the customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized or joint user to share the cost of the service so long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

4.6 Service furnished by Company may be arranged for use for the purposes of resale subject to the following;

4.6.1 The customer will be responsible for charges, costs, etc., incurred by Company service(s).

4.6.2 The customer will be responsible for all interaction and interface with their own subscribers or customers.

4.7 Service furnished by Company shall not be used for any purpose for which any payment or other compensation is received by the customer, except when the customer is an entity which holds itself out as being a communications common carrier. This provision does not prohibit an agreement between the customer, authorized user or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement or where otherwise agreed upon by Company and the customer.

ISSUED: SEPTEMBER 25, 1991

EFFECTIVE: OCTOBER 28, 1991 NOV 4 - 1991

BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, Indiana 46032

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Missouri Public Service Commission Tariff NO.1

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SECTION II-RULES AND REGULATIONS (Continued)

5. <u>Limitations</u>

- 5.1 Service is offered, subject to the availability of the necessary facilities and/or equipment and subject to the provisions of the tariff. The Company reserves the right not to provide service to or from a Customer where the necessary facilities or equipment are not available.
- 5.2 Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions 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.
- 5.3 Service may be discontinued by Company, without notice to the customer, by blocking traffic to certain cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when Company deems it necessary to take such action to prevent unlawful use of its service. Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.
- 5.4 There are no limits on the number of calls placed or the length of individual calls.
- 5.5 Company restricts all 976 exchange calls.

ISSUED: SEPTEMBER 25, 1991

EFFECTIVE: **@CTOBER**=28;51991

BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, Indiana 46032

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Original Sheet No. 18

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Missouri Public Service Commission Tariff NO.1

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SECTION II-RULES AND REGULATIONS (Continued) PUBLIC SERVICE CONT

- 6. Terms and Conditions
 - 6.1 Service is provided and billed on the basis of a minimum period of at least one month, beginning on the date that billing becomes effective, and continues to be provided until cancelled, by the customer, verbally or in writing, with no less than thirty (30) days notice.
 - 6.2 Service is offered on a monthly basis, twenty-four (24) hours per day. It is also offered on a Metered Use basis as described in Section III, paragraph 7.03.
 - 6.3 For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
 - 6.4 The name(s) of the customer(s) desiring to use the service must be stipulated in the application for service.
 - 6.5 The customer agrees to operate Company-provided equipment in accordance with instructions of Company or Company agents. Failure to do so will void Company liability for interruption of service and may make the customer responsible for damage to equipment.

ISSUED: SEPTEMBER 25, 1991

EFFECTIVE: 95-FOBER 28, 1991 NOV 4 - 1991

BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, Indiana 46032

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Missouri Public Service Commission Tariff NO.1

SECTION II-RULES AND REGULATIONS (Continued) MO. FUELIC ST.

7. Liability

November 24, 2002 Missouri Public Service Commission

- 7.1 The liability of Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service and not caused by the negligence of the customer or of Company in 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 mistakes, omissions, interruptions, delays, errors, or defects in transmission occur.
- 7.2 Company shall be indemnified and held harmless by the customer against:

7.2.1 claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over Company's channels;

7.2.2 patent infringement claims arising from combining or connecting Company furnished channels with apparatus and systems of the customer;

7.2.3 all other claims arising out of any act or omission of the customer in connection with any service provided by Company.

7.3 Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

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SECTION II-RULES AND REGULATIONS (Continued) MO. PUCLICS

7. Liability (Continued)

- 7.4 When the facilities of other carriers are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other carrier(s). The subscriber will indemnify and save harmless the Company from any third-party claims for such damages referred to in Section 3.
- 7.5 Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment.
- 7.6 The customer indemnifies and holds Company 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, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.

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SECTION II-RULES AND REGULATIONS (Continued)MO. PUBLIC STATES 1.

- 7. Liability (Continued)
 - 7.7 Company is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of channel facilities or the attachment of instruments, apparatus and associated wiring furnished by Company on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Company's negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Company.
 - 7.8 The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment of communications systems with Company facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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SECTION II-RULES AND REGULATIONS (Continued)

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7. Liability (Continued)

7.9 The customer shall ensure that equipment and/or system is properly interfaced with Company facilities, that the signals emitted into Company's network are of the proper mode, bandwidth, power, data speed, and signal level of the intended use of the customer and in compliance with the criteria set forth in this tariff and that the signals do not damage Company equipment, injure personnel or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the customer fails to maintain and operate their equipment and/or system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other customers, Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, Company may, upon written notice, terminate the customer's service.



Liability (Continued)

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SECTION II-RULES AND REGULATIONS (Continued)

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- 7.10 Company shall not be liable for any failure of performance due to causes beyond its reasonable control, including, but not limited to acts of God, fires, meteorological phenomena, floods, or other catastrophes; national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any law, order, regulation or other action of any governing authority or agency thereof. WITH RESPECT TO THE SERVICES, MATERIALS, AND EQUIPMENT PROVIDED HEREUNDER, COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, NOT STATED IN THIS TARIFF AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 7.11 Company shall not be liable for:

7.11.1 Unlawful use or use by an unauthorized person of Company's facilities and services.

7.11.2 Any claim resulting from furnishing, installation, operation, maintenance, or removal of facilities at customer's premise(s).

7.11.3 Any claim arising out of a breach in the privacy or security of communications transmitted over Company facilities.

7.11.4 Changes in any of the facilities, operations, services or procedures of Company that render any facilities or services provided by subscriber obsolete, or require modification or alteration of such facilities or services, or otherwise affect their use or performance. Company will endeavor to advise customer on a timely basis of such change.

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SECTION II-RULES AND REGULATIONS (Continued)M0. PUBLIC S37

7. Liability (Continued)

November 24, 2002 Missouri Public Service Commission 7.12 The liability of Company for any interruption or failure of service shall in no event exceed the credit allowance provided for herein. Company shall not be liable to subscriber or any Authorized User for any loss or damage incurred by reason of or incidental to any delay or interruption of service, or for failure in or breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors or defects in transmission occurring in the course of furnishing service, except to the extent of such credit allowance, which shall constitute subscriber's sole and exclusive remedy hereunder.

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SECTION II-RULES AND REGULATIONS (Continued)

- 8. Interconnection With Other Carriers
 - 8.1 Service furnished by Company may be connected with services or facilities of another participating carrier. Such interconnection may be made at a Company terminal or entrance site, at a terminal of another participating customer, or at the premises of a customer, joint user, or authorized user. Service furnished by Company is not part of a joint undertaking with such other carrier(s).
 - 8.2 Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the customer's expense or as otherwise agreed upon. Upon customer request and acting as an authorized agent, Company will attempt to make the necessary arrangements for such interconnection.
 - 8.3 Service furnished by Company may be connected with the facilities or services of other participating carrier's tariffs applicable to such connections.



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MO. PUELIC STATISTICS

SECTION II-RULES AND REGULATIONS (Continued)

- 9. Special Customer Arrangements
 - 9.1 In cases where a customer requests special arrangements which may include engineering, installation, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this tariff, Company at its option, will provide the requested services. Appropriate recurring and/or non-recurring charges will be developed accordingly. In these instances, the arrangements will be submitted to the Commission for approval.

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BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, Indiana 46032

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SECTION II-RULES AND REGULATIONS (Continued)

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- 10. Change in Service Agreement
 - 10.1 When a change in service arrangement involves the continued use by the customer of circuits furnished by Company, installation charges do not apply to the circuits continued in use. The minimum service period and monthly fees for the circuits contained in use is determined from the date of initial installation thereof.

ISSUED: SEPTEMBER 25, 1991

BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, Indiana 46032 EFFECTIVE: OGTOBER 28, 1991 MOV 4 - 1991

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SECTION II-RULES AND REGULATIONS (Continued)

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11. <u>Restoration of Service</u>

11.1 The use and restoration of service in emergencies shall be in accordance with the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SECTION II-RULES AND REGULATIONS (Continued)

MO. PUELIC SET ICT CONTEN

12. Inspection

12.1 Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation, and/or maintenance of the customer or Company equipment. Company may interrupt the service at any time, without penalty to Company, because of departure from any of these requirements.

ISSUED: SEPTEMBER 25, 1991

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SECTION II-RULES AND REGULATIONS (Continued)MO. PUELIC S2

- 13. Testing and Adjusting
 - 13.1 Upon reasonable notice, the circuits provided by Company shall be made available to Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

ISSUED: SEPTEMBER 25, 1991

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SECTION II-RULES AND REGULATIONS (Continued) MO. PUBLIC SLIDE TO

14. Interruption of Service

- 14.1 It shall be the obligation of the subscriber to notify the Carrier of any interruption in service. Before giving such notice, the subscriber shall ascertain that the trouble is not being caused by any action or omission of the subscriber or is not in wiring or equipment, if any, furnished by the customer and connected to the Company's facilities.
- 14.2 For purposes of credit computation, every month shall be considered to have 720 hours.
- 14.3 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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SECTION II-RULES AND REGULATIONS (Continued) MO. PUBLIC SECTION

15. Payment Arrangements

- 15.1 The customer is responsible for payment of all charges for services furnished. Charges for installation, physical or administrative changes, expedites, or cancellation of orders are payable upon completion. If, because of any such activity, a non-Company carrier or supplier levies additional charges, these charges shall be passed on to the customer. Recurring charges are billed in advance.
- 15.2 For billing of fixed charges, service is considered to be established upon the day in which the Company notifies the subscriber of installation and testing of the subscriber's operable service.
- 15.3 Bills are payable upon receipt. Subscriber will be billed for all usage accrued beginning immediately upon access to the service. Commencing twenty two (22) days after rendition of the billing it shall be considered past due and an administrative charge equal to \$ 2.50 will be applied.
- 15.4 Applicants or customers whose financial conditions are not acceptable to Company may be required at any time to make a deposit equalling up to two months actual or estimated charges for the service to be provided.
- 15.5 A customer who discontinues service or whose service is cancelled by the Company and/or in accordance with sections of this tariff, and wishes to reinstate service, may be subject to a reconnection charge of an amount not to exceed twenty-five dollars (\$25.00).

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MO. PUELIC SETTION II-RULES AND REGULATIONS (Continued)

15. Payment Arrangements (Continued)

- 15.6 The charges set forth in this tariff for circuit terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges, which will be tariffed as appropriate.
- 15.7 All calls are billed on a timely basis, however, there are no limitations set on the Company as to the number of days in which an identifiable call can be billed to the user. Notice of a dispute as to charges must be received, verbally or in writing, by Company after an invoice is rendered. Undisputed amount of bill should be paid in a timely fashion, with only the disputed amount held for nonpayment until dispute is clarified.
- 15.8 A charge of no more than twenty dollars (\$20.00) will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 15.9 Customer will be billed for and is liable for payment of all applicable federal, state, and local taxes, surcharges or other assessments including such amounts as Company may be authorized to pass through to the customer.
- 15.10 In certain instances, the customer may be subject to local telephone charges or message unit charges in using Company's service(s). Company is not responsible for any such local charges imposed directly on the customer by the local telephone company for gaining access to Company's intercity network.

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SECTION II-RULES AND REGULATIONS (Continued)

- 16. Disconnection of Service
 - 16.1 Customer must give advance verbal or written notice for disconnection of any Company service. The subscriber will be responsible for all charges until the disconnect is effected.

ISSUED: SEPTEMBER 25, 1991

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SECTION II-RULES AND REGULATIONS (Continued)

17. Cancellation of Service by Customer

17.1 If a customer cancels an order for service before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Company and not fully reimbursed by installation and monthly charges, and, if based on an order by a customer, any installation has either begun or been completed, but no services provided, the nonrecoverable cost of such installation shall be borne by the customer.

ISSUED: SEPTEMBER 25, 1991

BY: Donald W. Roudebush, President One Call Communications, Inc. 801 Congressional Blvd. Carmel, Indiana 46032 EFFECTIVE: **COTOBER 28, 1991** NOV 4 - 1991

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