

TELECOMMUNICATIONS SERVICES

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MO. PUBLIC SERVICE COMMI

COMPETITIVE LOCAL EXCHANGE TARIFF

Buy-Tel Communications, Inc.

6409 Colleyville Blvd. PO Box 1170
Colleyville, Tx 76034
800-583-8493

Missouri Public
Service Commission
99-548
FILED SEP 11 1999

Issued: May 10, 1999

Clyde Austin, President
Buy-Tel Communications, Inc.
6409 Colleyville Blvd.
Colleyville, Texas 76034

Effective: August 9, 1999

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WAIVER OF RULES AND REGULATIONS

Pursuant to TA-98-184, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein.

Statutes

- 392.210.2 - Uniform system of accounts
- 392.270 - Property valuation
- 392.280 - Depreciation rates
- 392.290.1 - Issuance of stock and bonds
- 392.300.2 - Acquisition of stock
- 392.310 - Issuance of stocks and bonds
- 392.320 - Stock dividends
- 392.330 - Issuance of securities, debt, and notes
- 392.340 - Reorganization

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Commission Rules

- 4 CSR 240-10.020 Income on depreciation fund investments
- 4 CSR 240-30.040 Uniform system of accounts
- 4 CSR 240-35 Reporting of bypass and customer arrangements

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TARIFF FORMAT

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- A. Sheet Numbering – Sheet numbers appear in the upper lower corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers – Revision numbers also appear in the lower-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are nine (9) 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.(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)
 - 2.1.A.(1).a.I.(A).i.(a).

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**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF**

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

- C - To signify changed regulation
- D - To signify discounted rate or regulation
- I - To signify increased rate
- M - To signify a move in location of text
- N - To signify new rate or regulation
- R - To signify reduced rate
- S - To signify reissued matter
- T - To signify a change in text but no change in rate or regulation

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APPLICATION OF TARIFF

MO. PUBLIC SERVICE COMMISSION

This tariff contains the service offerings, rates, terms and conditions applicable to competitive local exchange resale telecommunications services offered by Buy-Tel Communications, Inc. with offices at 6409 Colleyville Blvd. Colleyville, Texas 76034. This tariff applies to services furnished within the State of Missouri. Service is furnished subject to transmission, atmospheric and like conditions. This tariff is on file with the Missouri Public Service Commission ("Commission"), and copies may be inspected there and at the Company's principal place of business, during normal business hours.

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SECTION 1 – TECHNICAL TERMS AND DEFINITIONS

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Account Number – Customer’s telephone number is his/her account number.

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Authorized User – A person that either is authorized by the Customer to use local exchange telephone service at Customer’s residence or other location, or is placed in a position by the Customer, either through acts or omissions to use local exchange telephone service.

Basic Local Service – Two-way switched voice service within a local calling scope as determined by the commission. Basic Local Service does not include: long distance, collect calls, operator-assisted calls, third number billed calls, or any service that may be billed to Customer’s telephone number.

Billed Party – The person or entity responsible for payment of the Company’s service. The Billed Party is the Customer in whose name service is registered with the Company.

Call Forwarding: - Permits calls directed to a Customer’s line to be routed to a user-defined line inside or outside the Customer’s telephone system.

Called Station – The terminating point of a call.

Calling Station – The originating point of a call.

Carrier – The facilities-based telecommunications provider whose services are being resold to the Customer by the Company.

Commission – The Missouri Public Service Commission.

Company – Buy-Tel Communications, Inc., A Texas Corporation, which is the issuer of this tariff.

Conference/Three-Way – The User can sequentially call up to two other people and add them together to make a three way call.

Customer – The person who orders or uses service and /or is responsible for payment of charges and for compliance with the Company’s tariff regulations.

Exchange Carrier – Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Incumbent Local Exchange Carrier (ILEC) – Local exchange carriers that are providing telephone exchange public service in an area on the date of the enactment of the Telecommunications Act of 1996 and that are deemed to be members of the exchange carrier association.

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Initiation Fee – The non-recurring charge to Customer for initiating service.

LATA – A local access and transport area established pursuant to the Modification of Final judgement by the United States District Court for the District of Columbia in Civil Action No. 82- 092 provision and administration of communication services.

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Local Calling - A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

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Local Calling Area - The area within which telecommunications service is furnished to customers. A local calling area may include one or more exchange service areas or portions of exchange service areas. Additionally, a local calling area includes any mandatory extended area exchanges.

Local Exchange Carrier - A company which furnishes exchange telephone service.

Non-Recurring Charges - The one-time initial charges for services or facilities and equipment, which continue for the agreed upon duration of the service.

Recurring Charges - The monthly charges to the Customer for Services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standard set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Services - The Company's local telecommunications services offered to the Customer. Such services consist of basic and optional elements.

Speed Dial - Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station - Telephone equipment from or to which calls are placed.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, or any other form of intelligence.

User - A Customer, or any person or entity which makes use of services provided to a Customer under this Tariff.

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SECTION 2-RULES AND REGULATIONS

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2.1 UNDERTAKING OF THE COMPANY

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2.1.1 Scope

The Company undertakes to furnish local telephone service to residential Customers within the state of Missouri under the terms of this tariff as a reseller. The telecommunications services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services. However, services under this tariff are conditioned upon the continued availability of the various services provided to the Company by its underlying carriers.

A. The rates and regulations contained in this tariff apply only to services provided through Company's contracted Carrier, and do not apply, unless otherwise specified, to the lines, facilities, or services provided by any other local exchange telephone company or other common carrier for use in accessing the services of the Company.

2.1.2 Provision of Equipment and Facilities

A. The Company shall use reasonable efforts to provide telecommunications services to Customers within the state of Missouri for their lawful and direct transmission and reception of voice, data, and other types of communications in accordance with the regulations set forth in this tariff. Initial services will be provided in accordance with 4 CSR 240.32.080(2)(A).

B. All service is subject to the availability of necessary and suitable facilities and to the provisions of this tariff. The company or its designee may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement, and shall pay for such service arrangement in advance.

C. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner.

D. The Company assumes no liability with respect to the construction, operation, or maintenance of Customer-provided station equipment at the Customer's premises, excepting such liability directly due to negligence of Company's employees or agents.

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- E. The Carrier may, upon notification of the Customer, at a reasonable time, 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 maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Carrier-owned facilities. The Carrier may temporarily suspend services, without liability to Company or Carrier, while making such tests and inspections, and thereafter until any violations of such requirements are corrected.

2.1.3. Terms and conditions

- A. Except as otherwise provided herein, the minimum period of service is one month (30 days). The Company will issue a billing invoice monthly. All payments are due on the same day of the month as the Service Commencement Date. If a Customer's account is not paid in full within twenty one (21) days of the due date, Company will disconnect service as set forth in Section Four (4) of this tariff. All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.
- B. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- C. The Company may take such action as necessary to protect its operations, personnel, and services, and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its operations, personnel, and services from harm.
- D. 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 routing and preventive 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 condition, such as outage resulting from cable damage, notification to the Customer may not be possible.
- E. At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges

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based on the cost of the actual labor, material, or other costs incurred by or charges to the Company will apply. If installation is started during regular business hours in time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

- F. Title to all facilities provided in accordance with this tariff remains in the Company, its Agents or Contractors, or the ILEC.
- G. The services the Company offers shall not be used for any unlawful purposes or for any unlawful purposes or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.1.4. Limitations

- A. The Company does not undertake to transmit messages, but mediates the use of its Carriers' facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- B. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.1.5. Use

- A. Services may be used for the lawful transmission of communications by the Customer consistent with the provisions of this tariff.
- B. Service may not be used for any unlawful purpose. The use of the Company's services to make calls which might be reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- B. The use of the Company's services without payment for service, as well as any attempt to avoid payment for service by fraudulent means, devices, or schemes, false or invalid numbers, or false calling or credit cards, or other fraudulent means, is prohibited.
- C. The Company's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- D. Provided that they have obtained any and all required regulatory approvals, Customers of service provided under this tariff may authorize or permit others to use these services, and may resell or share such services subject to the regulations contained in this tariff

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upon written consent of Company. The Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge, and is responsible for notifying the Company immediately of any unauthorized use of services.

2.1.6. Liabilities of the Company

- A. The Company shall not be liable for any delay or failure of performance hereunder due to causes beyond its control, including but not limited to: acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action, or request of the United States Government or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of said governments or of any civil or military authority; national emergencies; insurrections; riots; wars; or labor difficulties.
- B. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's services. The Company shall not be liable for any damages or losses due to the failure of Customer-provided equipment, facilities, or services. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of connecting, concurring, or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- C. Company shall not be liable for and Customer shall indemnify and hold Company harmless from any and all losses, claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement, or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of equipment, wiring, or services provided by Company or Carrier where such installation, operation, failure to operate, maintenance, condition, location, or use is not the direct result of Company's negligence.
- D. The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- E. The liability of the Company for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such

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events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven-hundred twenty (720) hours. Any credits will be set off against charges billed during the next month.

- F. In addition to and not in limitation of all other provisions in this tariff with respect to Customer indemnification of the Company, Company shall be indemnified, defended, and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:
- G. Claims for defamation, libel, slander, invasion of privacy, unfair competition, infringement of copyright or unauthorized use of any trademark, trade name; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity or service mark arising out of the material, data, information, or other content, revealed to, transmitted, processed, handled, or used by the Company under this tariff;
- H. Claims for patent infringement arising from combining or connecting Carrier's Facilities with apparatus and systems of the Customer; and
- I. All other claims arising out of any act or omission of the Customer in connection with any service provided by company.
- J. The Company shall not be liable for damages or adjustment, refund, or cancellation of charges unless the Customer has notified the Company verbally or in writing of any dispute concerning charges or the basis of any claim for damages within a reasonable period of time after the invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands. If notice of a dispute concerning the charges is not received within a reasonable period of time after an invoice is rendered or a debit is effected, such invoice shall be deemed to be correct, accepted, and binding upon the Customer.
- K. With respect to Emergency Number 911 Service
 - 1. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies.
 - 2. The Company is obligated to supply the "E-911" Service Provider in the Company's service area with the information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to this tariff.
 - 3. If, and when, the company provides local basic service to a customer by means of Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions

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in the 911 Service Provider's equipment in order to properly update the database for 911. The Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

- 4. The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to section 190.310 RSMo., or any amendments thereto.
- 5. Notwithstanding Section 2.1.6.K.1-4 the Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- 6. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of them.
- 7. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered, unless more time is allowed pursuant to Missouri law.
- 8. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 9. The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of

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charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

- 10. In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 11. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local government authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.2. OBLIGATIONS OF THE CUSTOMER

2.2.1. General

- A. The Customer shall be responsible for placing order for service.

When placing an order for service, Customer must provide:

the name(s) and address(es) of the person(s) responsible for the payment of service charges;

- B. The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- C. The Customer shall be responsible for providing Carrier personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Carrier.
- D. The Customer will be liable for damages to the facilities of the Carrier caused by negligence or willful acts of any officers, employees, agents, or contractors of the Customer. The Customer will be responsible for reimbursing the Company for damages to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance of the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

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- E. The Customer is responsible for pre-payment of all charges for services to be rendered by the Company. Customer may authorize others to use the services provided by the Company, but Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph. Customer is responsible for notifying the Company immediately of any unauthorized use or service.
- F. The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer is responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.
- G. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the locations of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- H. With respect to any service or facility provided by the company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney' fees for:
- I. Any claim, loss, destruction or damage to property of the Company or any third party, or of injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- J. Any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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2.3. INSPECTIONS

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Upon reasonable notification to the Customer, and at a reasonable time, the company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company will, upon request 24 ours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.4. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the Federal Communications Commission's Rules and Regulations, which specify the priority system for such activities. Missouri Public Service Commission
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2.5. PAYMENTS AND BILLING

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- 2.5.1. Service shall be provided on a monthly basis and billed in advance. The minimum service period is one month.
- 2.5.2. The Customer is responsible for the payment of all charges for services furnished by the Company. Usage charges are based on a calendar month and are billed in advance.
- 2.5.3. Bills are due and payable each month on the same day of the month as the day of the month initial service began. A Customer shall have twenty-one (21) days from the rendition of the bill to pay the charges stated. If payment is not received by the Company within that time period, the Customer's account will be considered delinquent.
- 2.5.4. For existing Customers whose service is disconnected the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty days.
- 2.5.5. Bills are payable only by cashier's check, money order, or electronic funds transfer.
- 2.5.6. Company may appoint an agent to provide billing and collection service.
- 2.5.7. Customer questions, complaints, and disputes regarding billing or service provided by the Company may be referred to Buy-Tel's customer service department in writing at 6409 Colleyville Blvd., Colleyville, TX 76034, or by telephone at 1-800-583-8493 or by facsimile at 1-817-488-6535.

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2.6. DISPUTED BILLS

The Customer shall notify the Company verbally or in writing of any disputed items prior to the delinquent date. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Missouri Public Service Commission in accordance with the Commission's rules of procedure. The date of the dispute shall be the date the Company receive sufficient documentation to enable it to investigate the dispute.

2.7. INTERCONNECTION

2.7.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company or Carrier. Any special interface of equipment or facilities necessary to achieve computability between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.7.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses other such arrangements necessary for interconnection.

2.7.3. CONCURRENCE IN SOUTHWESTERN BELL TELEPHONE COMPANY'S LOCAL AND GENERAL TARIFFS

With the exception of rates, the Company concurs in the conditions, limitations and restrictions applying to and governing services offered by Southwestern Bell Telephone Company in its local and general exchange tariffs on file with and approved by the Commission and in any amendments or revisions thereto as authorized by the Commission or applicable law.

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2.8 LOCAL EXCHANGES

Following is a list of the exchanges where the Company will be providing local exchange services.

Southwestern Bell Telephone Company:

Adrian	Deering	Holcomb
Advance	De Kalb	Hornersville
Agency	Delta	Imperial
Altenburg-Frohna	DeSoto	Independence
Antonia	Dexter	Jackson
Archie	Downing	Jasper
Argyle	East Prairie	Joplin
Arnold	East Independence	Kansas City Metropolitan
Armstrong	Edina	Kennett
Ash Grove	Eldon	Kirksville
Beaufort	Elsberry	Kirkwood
Bell City	Essex	Knob Noster
Belton	Eureka	Ladue
Benton	Excelsior Springs	Lake Ozark-Osage Beach
Billings	Fair Grove	Lamar
Bismarck	Farley	LaMonte
Bloomfield	Farmington	Lancaster
Bloomsdale	Fayette	Leadwood
Blue Springs	Fenton	Lee's Summit
Bonne Terre	Ferguson	Liberty
Boonville	Fetus-Crystal City	Lilbourn
Bowling Green	Fisk	Linn
Bridgeton	Florissant	Lockwood
Brookfield	Flat River	Louisiana
Camdenton	Frankford	Macks Creek
Campbell	Fredericktown	Malden
Cape Girardeau	Freeburg	Manchester
Cardwell	Fulton	Marble Hill
Carl Junction	Gideon	Marceline
Carolton	Gladstone	Marionville
Carthage	Glasgow	Marshall
Caruthersville	Grain Valley	Marston
Cedar Hill	Gray Summit	Maxville
Center	Gravois Mills	Mehlville
Chaffee	Greenwood	Meta
Charleston	Hannibal	Mexico
Chesterfield	Harvester	Moberly
Chillicothe	Hayti	Monett
Clarksville	Herculaneum-Pevely	Montgomery City
Clever	Higbee	Morehouse
Climax Springs	High Ridge	Nashua
Creve Couer	Hillsboro	Neosho

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2.8 Local Exchanges (con't)

Nevada
New Franklin
New Madrid
Nixa
Oak Ridge
Oakville
Old Appleton
Oran
Overland
Pacific
Parkville
Patton
Paynesville
Perryville
Pierce City
Pocohontas-New Wells
Pond
Popular Bluff
Portage Des Sioux
Portageville
Puxico
Quilin

Raytown
Republic
Richmond
Richwoods
Risco
Riverview
Rogersville
Rushville
St. Charles
St. Clair
St. Joseph
St. Louis Metropolitan
St. Marys
Ste. Genevieve
San Antonio
Sappington
Scott City
Sedalia
Senath
Sikeston
Slater
Smithville

South Kansas City
Spanish Lake
Springfield Metropolitan
Stanberry
Stafford
Tiffany Springs
Trenton
Tuscumbia
Union
Valley Park
Versailles
Vienna
Walnut Grove
Wardell
Ware
Washington
Webb City
Webster Groves
Wellsville
Westphalia
Willard
Wyatt

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GTE Midwest, Inc.:

Alton
Amazonia
Anapolis
Arcola
Ashland
Augusta
Aurora
Ava
Avenue City
Avilla
Belgrade
Bell
Bellevue
Birch Tree
Bland
Blue Eye
Bolkow
Boss
Bourbon
Bradleyville
Branson
Branson West
Brayner
Bronaugh

Brunswick
Buffalo
Bunker
Cabool
Caledonia
Cameron
Canton
Cape Fair
Cassville
Caulfield
Cedar Creek
Centerville
Centralia
Chamois
Clarence
Clark
Clarksdale
Collins
Columbia
Concordia
Conway
Cosby
Crane
Cross Timbers

Cuba
Dadeville
Dalton
Dardenne
Defiance
Dora
Easton
Edgar Springs
El Dorado
Elkland
Ellsmore
Elmer
Eminence
Everton
Ewing
Exeter
Fillmore
Foley
Fordland
Foristell
Forsyth
Fremont
Gainesville
Galena

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2.8 Local Exchanges (con't)

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Golden City	Mano	Saint Peters
Gorin	Mansfield	Santa Fe
Gower	Marshfield	Sarcoxie
Greenfield	Marthasville	Savannah
Groverspring	Maysville	Schell City
Hallsville	Milo	Seymour
Hamilton	Monroe City	Shelbina
Hartville	Montauk	Shelbyville
Hawk Point	Monticello	Sheldon
Helena	Morrison	Shell Knob
Hermann	Moscow Hills	Sparta Springs
Hermitage	Mount Vernon	Stewartsville
High Hill	Mount Sterling	Stoutsville
Highlandville	Mountain View	Sturgeon
Holstein	Mountain Grove	Thayer
Houston	Nebo	Theodosia
Humansville	New Melle	Thomasville
Hunnewell	Niangua	Timber
Hurley	Norwood	Trimble
Irondale	O'Fallon	Troy
Ironton	Oates	Truxton
Jamestown	Old Monroe	Turney
Jenkins	Osborn	Urbana
Jerico Springs	Osceola	Van Buren
Jonesburg	Ozark	Vanzant
Kahoka	Palmyra	Vichy
Keytesville	Paris	Walker
Kidder	Perry	Warrenton
Kimberling City	Pittsburg	Washburn
Kingston	Plattsburg	Wasola
Koshonong	Potosi	Wayland
La Grange	Prairie Home	Weaubleau
La Plata	Preston	Wentzville
La Belle	Protem	West Plains
Ladonna	Raymondville	West Quincy
Lawson	Reeds Spring	Wheatland
Leasburg	Revere	Whitesville
Lesterville	Roby	Willow Springs
Lewistown	Rocheport	Winfield
Licking	Rockaway Beach	Winona
Louisburg	Rockville	Woolridge
Lowry City	Rosendale	WrightCity
Macon	Safe	
Manes	Saint James	

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Sprint Midwest, Inc.

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Appleton City
 Blackburn
 Blairstown
 Brazito
 Buckner
 Butler
 Calhoun
 California
 Camden Point
 Centertown
 Centerview
 Chilhowee
 Clarksburg
 Clinton
 Coal
 Dearborn
 Deepwater
 Edgerton
 Eugene
 Fairfax
 Ferrelview
 Fort Leonard
 Wood
 Green Ridge
 Hardin
 Harrisonville
 Henrietta

Holden
 Holt
 Holts Summit
 Hopkins
 Houstonia
 Ionia
 Jefferson City
 Kearney
 King City
 Kinsville
 Lake Lotawana
 Lebanon
 Leeton
 Lexington
 Lincoln
 Lonejack
 Malta Bend
 Maryville
 Missouri City
 Montrose
 Mound City
 New Bloomfield
 Newburg
 Norborne
 Oak Grove
 Odessa
 Orrick

Otterville
 Pickering
 Platte City
 Pleasant Hill
 Richland
 Rolla
 Russelville
 Saint Robert
 Saint Thomas
 Salem
 Smithton
 Strasburg
 Sweet Springs
 Syracuse
 Taos
 Tarkio
 Tipton
 Ulrich
 Warrensburg
 Warsaw
 Waverly
 Waynesville
 Wellington
 Weston
 Windsor

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SECTION 3 -SERVICES

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3.1 SERVICES OFFERED

- 3.1.1. Buy-Tel offers local exchange inbound and outbound service to residential customers.
- 3.1.2. Buy-Tel offers pre-paid calling cards for long-distance and toll service access.
- 3.1.3. Buy-Tel offers call forwarding, call waiting, caller ID, and other custom features available at a flat rate through the Carrier.

3.2 MINIMUM CALL COMPLETION RATE

A Customer can expect a call completion rate (number of calls completed per number of calls attempted) of at least 99% during peak use periods.

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SECTION 4 - SERVICE DESCRIPTIONS AND RATES MAY 10 1999

4.1 LOCAL EXCHANGE SERVICE

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The Company's Local Telephone Service enables the Customer to:
Place or receive calls to any calling Station in the local calling area as defined herein;
Access basic 911 and/or E911 Emergency Service if available in the Customer's area;

Place or receive calls to 800 telephone numbers.

4.1.1. Basic Local Service

Basic Local Service is a service which is available for access by subscribers on a full time basis. Basic Local Service provides the Customer with a single, voice-grade communications channel and access to unlimited local calls and 911 and/or E911 calls.

4.1.2. Basic Local Service does not include any long distance service or other toll services. The following types of calls and services will be blocked by the Company: long distance; collect calls; operator-assisted calls; third number billed calls; directory assistance or any service that may be billed to Customer's telephone number.

4.2. BASIC LOCAL SERVICE RATES AND CHARGES

4.2.1. The Basic Local Service Customer will be charged applicable Non-Recurring Charges and monthly.

A. One-Time Initiation Fee \$40.00

This fee will apply when Customer initiates service. This fee is refundable for ten (10) business days following the date on which the packet containing the Rights and Responsibilities of Missouri Residential Telephone Customers is postmarked. The initiation fee will also apply when Customer reapplies for service after having been disconnected by or after choosing to discontinue service with the Company. This fee does not include the first month's Recurring Charges listed in Section. 4.2.1.B.

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B. Recurring Charges

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Basic Local Service Charge \$49.95 Monthly

The basic local service charge does not include any federal, state or local taxes or surcharges including the Missouri 911/E911 surcharge and federal end-user surcharge. Customer is still responsible for such charges, which will be itemized in the Customer's bill. The recurring monthly service charge, plus associated taxes, shall be prorated for the actual number of days which service has been provided with the non-used portion being refunded to the customer.

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4.3 CUSTOM CALLING OPTIONS

4.3.1. Call Waiting

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Allows the Customer to be notified of an incoming call while the customer is having a conversation with another party.

4.3.2. Call Forwarding

Allows calls to automatically ring to another phone number.

4.3.3. Three-Way Calling

Allows the Customer to add a third party to a conversation.

4.3.4. Unlisted Number

Allows the Customer to keep his local phone number out of the phone book or directory assistance.

4.3.5. Caller ID

This feature enables the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls.

When Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed on the called CPE during the first long silent interval of the ringing cycle.

Per line blocking for the blocking of CPN will be available upon request at no charge to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to the Company: (1) private, nonprofit, tax exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis, but can be deactivated by the Customer by dialing an access code immediately prior to placing a call.

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Line blocking Customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (#82 on their Touch Tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (#67 on their Touch Tone pad or 1167 from a rotary telephone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customers will receive an

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anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from the Customer-Owned Pay Telephone Service.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID Subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called part is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator handled calls as such calls are originated from outside of the system of Buy-Tel Communications Inc.

4.3.6. Call Trace

For Southwestern Bell Telephone Company territory

In those exchanges located within Southwestern Bell Telephone Company's service territory, customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by Buy-Tel or (2) the capability to utilize Call Trace on a per activation basis, as needed. Call Trace allows the customer to dial a code (*57) to automatically request that the following information be recorded:

- the originating telephone number;
- the date and time of the call;
- the date and time Call Trace was activated.

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When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll-free number, which will activate a Voice Response Script and assist the Customer in establishing an open file. Should the Customer decide to prosecute the call originating party, the Customer should contact Buy-Tel Communications, Inc. for further instructions. Activation of Call Trace never authorizes Buy-Tel to provide the called party with the name or telephone number of the calling party. In the event Call Trace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the Customer's telephone line.

For Sprint Missouri, Inc.'s territory

In those exchanges located within Sprint's service territory, customer's receiving annoying or anonymous calls may request a telephone number change which will be provided at no charge by

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Buy-Tel Communications, Inc., or the customer may utilize Call Trace on a per activation basis with an associated charge per use. Call trace allows the customer to dial *57 to automatically request that the following be recorded:

- the originating telephone number;
- the date and time of the call;
- the date and time Call Trace was activated.

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When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll-free number that will assist the customer. Should the customer decide to prosecute the originating party, the customer should contact Buy-Tel for further instructions. Activation of Call Trace never authorizes Buy-Tel to provide the called party with the calling parties' telephone number. Call Trace is a feature which must be activated through contact with the Buy-Tel business office. Customers who do not have access to Call Trace will need to contact local law enforcement personnel to provide assistance.

For GTE Midwest, Inc.'s territory

In those exchanges within GTE's service territory Buy-Tel's Call Tracing Service is not available on a per call basis. If a customer wishes to have this capability s/he must subscribe to Buy-Tel's Call Tracing Service. The following charges apply to the Call Tracing Service feature.

	Non-Recurring charge	Recurring charge
Residential	\$ 15.00	\$ 5.00

The one time non-recurring charge does not apply if the customer subscribes to Call Tracing Service at the initial service installation.

A customer who subscribes to Buy-Tel's Call Tracing Service and wishes to attempt a Call Trace must immediately after the threatening or harassing call press *57, and hold the line. A recording will inform the customer if the trace was successful, and how to proceed by contacting 911 and/or GTE's Nuisance Call Bureau. The recording will also provide the phone number of the Nuisance Call Bureau. Under no circumstances will the customer be provided the calling number. However the Nuisance Call Bureau will follow up with the law enforcement authorities according to GTE protocol.

4.3.7. Call Return

A function that allows the end user, by entering the appropriate code, to redial the last number that was dialed, whether or not the call was answered or unanswered.

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4.3.8. Speed Dial

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A service that allows the end user to pre-program up to six numbers to be automatically dialed when an end user enters the appropriate code. End users may use up to six different numbers that can be modified by the end user at any time.

4.3.9. Auto Redial

It allows the end user by pressing a predetermined code to redial the last number entered, whether or not the call was answered or unanswered.

4.3.10. Call Blocker

A service that allows the end user to reject certain unwanted calls. The end user is allowed to specify six pre-selected numbers to be blocked. Call blocker utilizes ANI in determining which phone calls to block.

4.3.11. Anonymous Call Rejection

A service that allows the end user to block any call in which the ANI has been designated as anonymous and/or unavailable.

4.4. OPTIONAL FEATURE RATES AND CHARGES

	<u>Monthly Fee</u>	<u>One-Time Activation Fee</u>
Call waiting	\$ 5.00	\$ 15.00
Call Forwarding	5.00	15.00
Three-Way Calling	5.00	15.00
Caller ID Name & Number	10.00	15.00
Non-Published Number	5.00	15.00
Call Return	5.00	15.00
Speed Dial	5.00	15.00
Auto Redial	5.00	15.00
Call Blocker	5.00	15.00
Anonymous Call Rejection	5.00	15.00
Telephone Number Change (After 1 @ n/c)		15.00

	<u>Per Successful Activation</u>	
Call Trace per Successful Activation: (in Southwestern Bell Telephone Co. & Sprint service territories)	\$ 6.00	
Call Trace Recurring Charge: (in GTE service territory)	\$ 5.00	
Call Trace Non-recurring service charge: (in GTE service territory)		\$ 15.00

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4.5. DIRECTORY LISTINGS

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The Company shall provide for a single directory listing, termed the primary listing, in the directory published by the dominant exchange service provider in the Customer's exchange area of the Station number designated as the Customer's main billing number.

4.5.1. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgement, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

4.5.2. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

4.5.3. In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

4.5.4. Non-Recurring Charges

Non-Recurring Charges and/or Recurring charges associated with Directory Listings are as follows:

	<u>Non-Recurring</u>
Primary Listing (one number)	N/C

4.5.5. Recurring Charges

Monthly Recurring Charges associated with Directory Listings are as follows:

	<u>Monthly</u>
Primary Listing (one number)	N/C

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4.6. EMERGENCY SERVICES (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

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4.7. PROMOTIONAL OFFERINGS

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The Company may, from time to time, engage in special promotional offerings or trial service offerings limited to certain dates, times, and/or locations in order to attract new Customers or increase usage by existing Customers. In such cases, the Company will notify the Commission in writing prior to initiating the promotion.

4.8. DEPOSITS

Buy-Tel does not require deposits from Customers.

4.9. TAXES

All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are not included in quoted rates. The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state, and federal taxes, charges or surcharges (including 911 and Relay Missouri surcharges) excluding taxes on the Company's net income assessed in conjunction with service used. All applicable taxes and surcharges shall be listed separately on the Customer's bill. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. Surcharges or billing line items other than taxes and jurisdictional franchise fees must be authorized in tariffs approved by the Commission. All charges and fees subject to Missouri Public Service Commission jurisdiction, except taxes and franchise fees, will be submitted to the Missouri Public Service Commission for prior approval.

4.10. RECONNECTION OF BLOCKED OR SUSPENDED SERVICE

Should service to a Customer be blocked, suspended or terminated, pursuant to the provisions of this tariff, there will be a charge of \$25 to restore service.

4.11. DISPUTED BILLS

The customer shall notify the Company verbally or in writing of any disputed items prior to the delinquent date. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Missouri Public Service Commission in accordance with the Commission's rules of procedure.

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4.12. DISCONTINUANCE OF SERVICE

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4.12.1. Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:

- A. Upon nonpayment of any undisputed delinquent charge;
- B. Upon unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- C. Upon failure to substantially comply with terms of a settlement agreement;
- D. Upon refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- E. Upon material misrepresentation of identity in obtaining telephone utility service;
- F. For violation of any state or federal law.

4.12.2. Five (5) days prior to discontinuing a Customer's service, the Company will notify the Customer in writing by first class mail that service will be discontinued. Said written notice shall contain the following information:

- A. The name and address and the Customer's telephone number.
- B. A statement for the reason of discontinuance and the cost for reconnection;
- C. The date after which the service will be discontinued unless appropriate action is taken;
- D. How the Customer may avoid the discontinuance;
- E. The Customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full;
- E. The telephone number where the Customer may make an inquiry;
- F. A statement that this notice will not be effective if the charges involved are part of an unresolved dispute; and
- G. A statement of the exception for medical emergency pursuant to Missouri Public Service Commission Rule 4 CSR 240-33.070(7).

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4.12.3. Additionally, the Company will make reasonable efforts to contact the Customer at least 24 hours in advance prior to disconnecting telephone service.

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- 4.12.4. The suspension or discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for services(s) furnished during the time of or up to suspension or discontinuance.
- 4.12.5. Upon the Company's discontinuance of service to the Customer under Section 4.12 applicable charges shall become due. This is 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.
- 4.12.6. Notwithstanding the foregoing, when a Customer is unable to pay a charge in full when due, the Company shall permit the Customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed to by both Customer and Company. A copy of any such settlement agreement shall be delivered to the Customer upon the Customer's request. Matters resolved by the settlement agreement shall not constitute a basis for discontinuance of service as long as the terms of the settlement agreement are followed by the Customer.
- 4.12.7. Notwithstanding the foregoing, when a Customer is unable to pay a charge in full when due, charge may be paid as mutually agreed to by both the Company and the Customer. A copy of any such settlement agreement shall be delivered by mail to the Customer upon the Customer's request. Matters resolved by settlement agreement shall not constitute a basis for discontinuance of service as long as the terms of the settlement agreement are followed by the Customer.
- 4.12.8. Notwithstanding the foregoing, the Company will postpone a discontinuance for a time not in excess of twenty-one (21) days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under the care of a physician. Any person who alleges such emergency, if requested, shall provide the Company with reasonable evidence of such necessity.
- 4.12.9. Residential service may not be discontinued by Buy-Tel Communications, Inc. for failure to pay charges not subject to the Commission's jurisdiction unless specifically authorized in Buy-Tel Communications, Inc.'s tariff approved by the Commission.
- 4.12.10. Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of Buy-Tel are not available to facilitate reconnection of service or on a day immediately preceding such a day.

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4.13. INTERRUPTION OF SERVICE

- 4.13.1 When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company except as otherwise specified in the Company's tariff.

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4.13.2. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

4.14. CREDIT ALLOWANCES

4.14.1. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Company.

4.14.2. Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

4.14.3. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the monthly charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

4.14.4 Limitations on Credits

No credit will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;
- B. Interruptions due to the negligence of any person using the Company's facilities with the Customer's permission;
- C. Interruptions due to the failure or malfunction of non-Company equipment;
- D. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. Interruption of service due to circumstances or causes beyond the control of the Company.

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4.15 CANCELLATION OF SERVICES

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4.15.1. When Customer cancels an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.

- A. The initiation fee is 100% refundable upon request for termination of service within 10 business days following the date on which the Statement of Rights and Responsibilities is either hand delivered or mailed to the Customer. In the event the Statement of Rights and Responsibilities is mailed to the Customer, the 10 business days shall start on the date of the postmark.
- B. If a customer cancels service before the end of the month, the recurring monthly service charge plus associated taxes, shall be prorated for the actual number of days during which service has been provided with the non-used portion being refunded to the Customer.

4.16. TRANSFERS AND ASSIGNS

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party.

4.16.1 Notices and Communications

- A. The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.
- C. All notices or other communications required to be given by the Company to the Customer pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U. S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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STATEMENT OF CUSTOMER'S RIGHT'S AND RESPONSIBILITIES

Pursuant to Missouri Public Service Commission Rule 240-33.060(3), Buy-Tel will hand-deliver or mail to its Customers the following information at the time service is requested:

RIGHTS AND RESPONSIBILITIES OF MISSOURI TELEPHONE CUSTOMERS

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone Customer.

Your Telephone Bill

You will receive a telephone bill from Buy-Tel each month. Buy-Tel provides only basic local telephone service (including access to 911 and toll-free 800 services) and the custom calling services listed below. Long distance service is not provided by Buy-Tel. Additionally, you will not have access to the following calls which will be blocked Buy-Tel: long distance, toll, third-number billed calls, incoming collect calls and local or long distance operator services, including local and long distance directory assistance. Buy-Tel does not require a deposit for service.

A one-time initiation fee and the first month's service charge plus associated taxes are required to initiate service. The initiation fee is 100% refundable upon request for termination of service within 10 business days following the date on which the Statement of Rights and Responsibilities is either hand delivered or mailed to the Customer. In the event the Statement of Rights and Responsibilities is mailed to the Customer, the 10 business days shall start on the date of the postmark. The recurring monthly service charge, plus associated taxes, shall be prorated for the actual number of days which service has been provided with the unused portion being refunded to the Customer.

All monthly service charges must be paid in full within 21 days of the date of the rendition of the monthly statement. If we do not receive your payment within 21 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

Buy-Tel rates and charges are as follows:

One Time Activation Fee	\$40.00
Monthly Basic Local Service Charge	\$49.95

Custom Features:

	Monthly		Monthly
Call Waiting	\$ 5.00	Call Return	\$ 5.00
Call Forwarding	5.00	Call Waiting ID	5.00
Three-Way Calling	5.00	Auto Redial	5.00
Caller ID Name & Number	10.00	Call Blocker	5.00
Unlisted Number	5.00	Anonymous Call Rejection	5.00

There is a One-Time Activation Fee for each Custom Feature: \$15.00

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One Telephone Number Change will be made at no charge.

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Additional telephone number change:	\$15.00
Call Trace per Successful Activation: (in Southwestern Bell Telephone Co. & Sprint service territories)	\$ 6.00
Call Trace Recurring Charge:	\$ 5.00
Call Trace Non-recurring service charge (in GTE service territory)	\$15.00
Reconnection Fee:	\$25.00

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The rates listed above do not include applicable taxes and surcharges, including 911 and Relay-Missouri surcharges.

Payment Arrangements

Payment sent to Buy-Tel for service may be made by money order, cashier's check, MoneyGram Express Payment or Western Union QuickCollect. If you are temporarily having difficulty paying your telephone bill, please call Buy-Tel immediately at 1-800-583-8493. By doing this, you may avoid having your phone service suspended or disconnected.

Disconnection or Suspension of Telephone Service

Your telephone service is subject to disconnection or suspension for any of the reasons listed below. If service is disconnected, a new telephone number will be assigned and you will be required to pay initiation charges again. If service is suspended, your telephone number is reserved for 10 days and you will not be charged for initiation charges again. There is a reconnection fee of \$25.00.

Nonpayment of any undisputed delinquent charge;

Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;

Failure to substantially comply with terms of a settlement agreement;

Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;

Material misrepresentation of identity in obtaining telephone utility service; and as provided by state or federal law.

The Company will postpone a discontinuance for a time not in excess of twenty-one days (21) if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where telephone service is provided and where such person is under the care of a physician. Any person who alleges such emergency, if requested, shall provide the Company with reasonable evidence of such necessity.

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Reconnection of Service

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After local telephone service has been suspended or disconnected, Buy-Tel will restore your service when the reason for the suspension or disconnection has been remedied. Before restoring your service the following will be required:

1. Payment for all undisputed amounts must be received by Buy-Tel;
2. Installation charges must be paid again if your service has been disconnected. A reconnection charge of \$25 must be paid if your service has been suspended;
3. One month's advance payment has been made.

Procedures for Handling Inquiries and Complaints

Telephone inquiries may be directed to Buy-Tel Communications, Inc. toll free at 1-800-583-8493. Written inquiries may be mailed to Buy-Tel at 6409 Colleyville, Blvd. or P.O. Box 1170, Colleyville, Texas 76034.

Accessing Emergency Services

For dialing instructions for accessing emergency services in your area, please refer to the front of your published telephone directory.

Filing a Complaint with the Missouri Public Service Commission

If Buy-Tel cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 301 West High Street, 5th Floor, Jefferson City, Missouri 65101, toll free at 1-800-392-4211 to file an informal complaint.

If your complaint cannot be resolved informally, you may file a formal complaint in writing with the Missouri Public Service Commission at their mailing address: P.O. Box 360, Jefferson City, Missouri, 65102.

Also the Missouri Office of the Public Counsel, representing the public before the Public Service Commission has an office at 301 West High Street, 2nd /floor, Jefferson City, Missouri 65101. The Public Counsel's telephone number is 1-573-751-4857.

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