P.S.C. Mo. Tariff No. 1 Original Sheet 1

Interexchange Service

TITLE SHEET

MISSOURI TELECOMMUNICATIONS TARIFF NO. 1

OF

Telrite Corporation

1115 Church Street Covington, Georgia 30014 Phone: 1-866-890-4135 (Customer Service)

This tariff contains the description, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Telrite Corporation within the State of Missouri. This tariff is on file with the Missouri Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business.

COMPETITIVE CLASSIFICATION

Telrite Corporation operates as a competitive telecommunications company in the State of Missouri.

ISSUED: October 24, 2003

ISSUED BY: Darryl E. Davis, CEO Telrite Corporation 1115 Church Street Covington, GA 30014 Service Commission XM-2013-0308; YX-2013-0312

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Interexchange Service

<u>Waivers</u>

The following Rules and Regulations have been waived for purposes of offering intrastate interexchange telecommunications services as set forth herein:

Statute

392.210.2 - Uniform System of Accounts
392.240.1 - Just & reasonable rates
392.270 - Ascertain property values
392.280 - Depreciation accounts
392.290 - Issuance of securities
392.300.2 - Acquisition of stock
392.310 - Issuance of stock and debt
392.320 - Stock dividend payment
392.330 - Issuance of securities, debts & notes
392.340 - Reorganizations

Rule

4 CSR 240-3.545(2)(C) - Rate schedules should be posted at central office

4 CSR 240-10.020 - Depreciation fund income

4 CSR 240-30.040 - Uniform system of accounts

4 CSR 240-33.030 - Inform customers of lowest price

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May 1, 2005 **ISSUED:**

Darryl E. Davis, CEO **ISSUED BY: Telrite Corporation** 1115 Church Street CANCELLED Covington, GA 30014 February 3, 2013 Missouri Public Service Commission XM-2013-0308; YX-2013-0312

May 31, 2005 **EFFECTIVE:**

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ISSUED BY: Darryl E. Davis, CEO Telrite Corporation 1115 Church Street May 31, 2005 Missouri Public Service Commission

Interexchange Service EXPLANATION OF SYMBOLS

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

- D To Signify Deleted or Discontinued Material
- I To Signify A Rate Increase
- M To Signify Text Moved From Another Tariff Location
- N To Signify New Material
- R To Signify A Rate Reduction
- T To Signify Change In Text or Regulation, but No Change In Rate or Charge

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Interexchange Service 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.
- 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 Commission. For example, 4th Revised Page 14 cancels 3rd Revised Page 14.
- C. <u>Paragraph Numbering Sequence</u> There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a)

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Interexchange Service SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 <u>Definitions</u>:

<u>Application for Service</u> - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

<u>Authorized User</u> - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

<u>Cancellation of Order</u> - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Telrite Corporation, unless specifically stated otherwise.

Company - Telrite Corporation, also referred to as "Carrier."

<u>Completed Calls</u> - Completed calls are calls answered on the distance end. In the event a customer is charged for an incomplete call, the Company will issue a one minute credit to the customer upon request.

<u>Customer</u> - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. through 4:59 p.m., Monday through Friday.

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Interexchange Service

1.1 <u>Definitions</u> (continued)

<u>Due Date</u> - The last day for payment without unpaid amounts being subject to a late payment charge.

Evening Rate Period - 5:00 p.m. through 10:59 p.m., Sunday through Friday.

<u>Holidays</u> - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

<u>Measured Use Service</u> - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message - A completed telephone call by a customer or user.

<u>Night/Weekend Rate Period</u> - 11:00 p.m. through 7:59 a.m., every day; 8:00 a.m. through 10:59 p.m. Saturday; and 8:00 a.m. through 4:59 p.m. Sunday.

Normal Business Hours - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

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

<u>Terminal Equipment</u> - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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Interexchange Service

- 1.2 Abbreviations:
 - IXC Interexchange Carrier
 - LATA Local Access Transport Area
 - LEC Local Exchange Carrier
 - MTS Message Toll Service
 - PBX Private Branch Exchange
 - V&H Vertical and Horizontal

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Interexchange Service SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Carrier

Carrier provides long distance message toll telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier 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 the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis and are available twenty-four (24) hours per day, seven (7) days per week. The minimum service period is one month (30 days).

2.2 Limitations on Service

- 2.2.1 Carrier reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available.
- 2.2.2 Carrier 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.
- 2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. 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.

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Interexchange Service

2.3 Use of Service

Service may not be used for any unlawful purposes.

- 2.4 Carrier Liability
 - 2.4.1 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission or defect in any service, facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control. In any event, the Company's liability to a customer is limited to the charges for services rendered to the customer.
 - 2.4.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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- 2.4 Carrier Liability (continued)
 - 2.4.3 Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, all of which warranties by Carrier are hereby excluded and disclaimed.
 - 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
 - 2.4.5 Carrier shall be indemnified and held harmless by the customer against:
 - A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information or other content transmitted over the Company's facilities;
 - B. All other claims arising out of any act or omission of the Customer in connection with any service provided by Carrier.
 - C. In no event shall the Company be liable to customer for any general, indirect, special, incidental, consequential or punitive loss or damage of any kind, or character including lost profits (whether or not the company has been advised of the possibility of such loss or damage), by reason of any negligent act or omission in the Company's performance under this agreement.
 - 2.4.6 No agent, independent contractor, or employee of any other carrier shall be deemed to be an agent, independent contractor or employee of the Company.
 - 2.4.7 The Company is not liable for interruptions in service caused by customer's failure to notify Company prior to any change.

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2.5 Interruption of Service

- 2.5.1 Credit allowances for the interruption of service which is not due to the Company's testing or adjusting, the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the liability provisions set forth herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Company's facilities.
- 2.5.2 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.6 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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Interexchange Service

2.7 Responsibility of the Customer

- 2.7.1 All customers assume general responsibilities in connection with the provision and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:
 - A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
 - B. When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
 - C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user.
 - 2. Improper use of service.
 - 3. Any use of equipment or service provided by others.
 - D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

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2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available to Carrier 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.

2.7.3 Credit Allowance for Failure of Service

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

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
 - 1. Interruptions of service resulting from Carrier performing routine maintenance;
 - 2. Interruptions for implementation of customer order or change in service;
 - 3. Interruption caused by the negligence of the customer or his authorized user;
 - 4. Interruptions of service due to failure of customer provided service or equipment.

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Interexchange Service

2.7.4 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.

2.7.5 Payment of Charges for Services

- A. Service is provided and billed on a monthly basis.
- B. Payment is considered timely if paid within 21 days from the date the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid. Payment will be considered past due if not received by the Company within 30 days from the date it is rendered, and will become subject to a late payment penalty.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with company complaint procedures.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month and will be billed monthly in arrears.

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Interexchange Service					
2.7.5					
	gross re	ceipts tax, sales tax,	payment of any state and local taxes (i.e. , municipal utilities tax) which will be listed as ch are not included in the quoted rates.		
		endered will be cha	ved within thirty (30) days from the date the rge a late payment charge one and one-half		
	the bank apparen reason, section o monthly this tarif	t due to insufficient of t tampering, missing the Company shall a of this tariff. The cha billing, in addition to f. Payment rendered constitute payment	heck from a customer which is returned from or uncollected funds, closed account, g signature or endorsement, or for any other apply a service charge as set forth in the rate arge shall be applied to the customer's o any other charges which may apply under d by check, which is subsequently dishonored, g until such time as repayment is made by		

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2.7.6 <u>Deposits</u>

- A. An applicant whose credit has not been duly established may be required to make a deposit to be held as guarantee of payment of charges.
 Existing customers may be required to submit or increase a deposit under those circumstances prescribed by and in accordance with Commission rules.
- B. The amount of the deposit shall not exceed the estimated charges for two months' service.
- C. All deposits will be held by the Company and Company will maintain records which show the name, current address, date and amount of deposit and date and amount of interest for each customer for whom it holds a deposit, along with a notation of the earliest possible refund date for each customer.
- D. Deposits will be returned:
 - 1. When an application for service has been canceled prior to establishment of service. The deposit will be applied to amounts owed to the Company and the excess portion returned;
 - 2. After one (1) year of satisfactory payment history by the customer;
 - 3. Upon discontinuance of service. The Company will refund the Customer's deposit or the balance in excess of unpaid bills.
- E. The fact that a deposit has been made in no way relieves the Customer from complying with regulations regarding prompt payment of bills.
- F. The Company will pay interest on deposits to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. Deposits held will accrue interest equal to one percent (1%) above the prime lending rate as published in the Wall Street Journal for the last business day of September, adjusted annually on December 1st of each year.

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2.7.7 <u>Taxes</u>

Customer is responsible for the payment of any sales, use, gross receipts, excise, or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on Carrier's net income imposed or based upon the provision, sale or use of network services. Carrier will itemize taxes and surcharges as a separate line items on customer's bill. Any and all charges, surcharges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval

2.7.8 Application of Charges

The charge for service are those in effect for the period that service is furnished.

2.8 <u>Carrier Responsibility</u>

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth herein, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues beyond two hours.
- C. Carrier will try its best to resolve any disputes properly brought to its attention. Unresolved disputes may be directed to the attention of the Missouri Public Service Commission.

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Interexchange Service

2.8 Responsibility of Carrier

2.8.2 Cessation of Service

Service shall cease at the end of the customer's service period, or when the customer transfers service to another long distance carrier, whichever occurs first. No credit shall be given for prepaid services discontinued prior to the end of the service term for which payment was made.

2.8.3 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days of the month remaining in the billing period before service was discontinued. That number is divided by thirty and the resultant fraction is multiplied by the monthly charge to arrive at the fractional monthly charge.

2.8.4 Customer Complaint Procedure

- A. Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reach via the following toll free telephone number: 1-866-890-4135.
- B. Any unresolved disputes may be directed to the attention of the Missouri Public Service Commission. The address and telephone number of the Commission are:

Missouri Public Service Commission 200 Madison Street, Suite 100 P.O. Box 360 Jefferson City, MO 65102-0360 Phone: 1-800-392-4211

C. In the event of a dispute concerning an invoice, the customer must pay the amount of the undisputed portion of the bill in accordance with timely payment requirements and notify the Company of the disputed portion.

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Interexchange Service

2.9 Discontinuance of Service by Carrier

- 2.9.1 Without incurring liability, Carrier may discontinue services to a Customer or may withhold the provision of ordered service:
 - 1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,
 - 2. For violation of any of the provisions of this Tariff,
 - 3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or
 - 4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services
- 2.9.2. Procedures for discontinuance of existing services:

The Customer will be allowed at least ten (10) days written notice via first class mail that disconnection will take place, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

- 2.9.3. Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operations so identified are rectified.
- 2.9.4. Carrier may block traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will upon request by the Customer affected, assist in a new authorization code to replace the one that had been deactivated.

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Interexchange Service SECTION 3 - DESCRIPTION OF SERVICE

3.1 <u>Timing of Calls</u>

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up."

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is available for use by the customer. The end of service date is the last day or any portion of the last day for which service was provided by Carrier.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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3.4 Terminal Equipment

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

3.5 Calculation of Distance

Usage charges for all intrastate calls are based on flat rates and are not mileage sensitive.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

Formula:

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of not less than 99% (number of calls completed/number of calls attempted) for Feature Group D (1+) services.

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	Telrite Corporation

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CANCELLED February 3, 2013 Missouri Public Service Commission XM-2013-0308; YX-2013-0312

ISSUED:

Darryl E. Davis, CEO Telrite Corporation 1115 Church Street Covington, GA 30014

October 24, 2003

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3.7 Service Offerings

The company provides the following services:

3.7.1 Message Toll Service (MTS)

Long distance dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network.

3.7.2 Inbound 8XX Service

- A. Inbound service is an inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.
- B. Carrier will accept a prospective customer's request for up to ten toll free 8XX numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a representative of the customer. Carrier does not guarantee availability of number(s). Requested number(s), if available, will be reserved for and furnished to the eligible customer.
- C. If a customer receives an 8XX number and does not subscribe to inbound service in 90 days, the company may assign the number to another customer.

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3.7.3 Travel Card Service

Allows subscribers to place calls by gaining access to the network via a toll free access number and a personal identification number (PIN) issued by the Company.

3.7.4 Directory Assistance

The provision of listed telephone numbers to requesting customers.

3.7.5 Operator Service

The Company does not provide and does not bill for collect, third-party billed, person-toperson, or any other Operator Services to subscribers.

3.8 <u>Prepaid Calling Card Services</u>

3.8.1 <u>General</u>

Telrite's Prepaid Card charges customers a fixed dollar amount in advance for long distance calling. Customers must dial a toll free 800 access or a local phone number from a touch-tone phone to use the service. All rates are exclusive of federal, state, local taxes, fees and assessments and payphone dial-around surcharge. The rate with the applicable tax, fee, assessment and payphone dial-around surcharge will be depleted from the customers card for each taxable call made.

Except for the rates, rules and regulations particular to the Prepaid Card Programs specified, all other rates, rules, and regulations pertaining to the provision of Telrite calling card services apply. Each prepaid calling card call is subject to a payphone or dial-around surcharge.

Telrite's Prepaid Calling Cards may be obtained from the Company or any authorized agent in various denominations with a per unit (minute) value which is exclusive of all applicable federal, state, local taxes, fees and assessments. However, the value of any single prepaid calling card shall, absent exceptions, be less than US \$100.00. Recharges can be made up to \$150.00. The prices apply 24 hours per day, 7 days a week.

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3.8 Prepaid Calling Card Services (contd.)

3.8.1 General (contd.)

The value of the telecommunications service (in units or dollars) will be indicated on the card.

Credit allowances for failure of service will be granted in accordance with the terms set forth in this tariff, upon notification of the Company by the customer.

Calls may only be made using a Prepaid Calling Card that has a balance sufficient to make such call.

3.8.2 **Exclusions:**

Prepaid Calling Card Service cannot be used to access pay-per-call services such as 600, 700, 800, 900 and 950 numbers or international directory assistance. Access to pay-percall numbers will be blocked.

3.8.3 Card Depletion/Refreshment and Expiration:

Card Depletion: Prepaid Calling Cards will be reduced and depleted proportionately with customer usage and by the applicable federal, state, local taxes, fees and assessments due on each applicable call. Customer usage includes but will not be limited to the rate per minute, connection fee (if any), disconnect fee (if any), payphone fee, and real-time or post time administration fee (if any). At the beginning of each call, the user will be notified as to the amount of minutes or units that remain on the card for the particular destination dialed. Customer will be given a notice one minute before the card balance is fully depleted. When the available time is depleted, the card will be terminated and service discontinued.

Refreshment: Additional units or dollars may be added to unexpired cards by charging the services to a commercial credit card accepted by the Company. Such transactions are available through Telrite provided telephone numbers or at a retailer through Telrite's point-of-sale activation process. Such additional units or dollars will be charged the prevailing per unit or dollar rate on the date of refreshment. A minimum of 20 units or dollars must be added to the card on each refreshment when refreshment is made through a call center. Customer may be able to refresh a Prepaid Calling Card by " voice prompt" or by calling the Company's customer service representatives.

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ISSUED BY: Darryl E. Davis, CEO **Telrite** Corporation CANCELLED 1115 Church Street

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Interexchange Service

3.8 Prepaid Calling Card Services

Card Depletion/Refreshment and Expiration: (contd.) 3.8.3

If the end user is holding a rechargeable card, the user can extend the value of the card by calling into the Company's call center or via voice prompt by charging the cost of additional increments on an authorized major credit card user. An online credit check will be done to ensure available credit.

Expiration: Telrite's prepaid cards expire in various ways including, but not limited to a specified amount of months from the date of either first or last use. If any card has too little time to place a one minute call and is not rechargeable, that card will expire within sixty (60) days of last usage

3.8.4 Non-refundable:

Prepaid Calling Cards are non-refundable. Customers may determine the remaining units or minutes on their card by dialing a toll free number listed on the card. The possession of a card will entitle the user to make calls from the time of card activation until the available card balance is depleted or the card is expired. The Company will not refund or issue credit on unused units (minutes) for any prepaid card.

3.8.5 Miscellaneous Provisions:

Special Responsibility: The Company is not responsible for theft, loss or unauthorized use of any Prepaid Calling Card or the associated Personal Identification Number (PIN). Where applicable, any reseller is solely responsible for the collection and payment of all applicable federal, state and local taxes, fees and assessments, duties or similar fees assessed by any governmental body or regulatory authority in connection with the service.

Credit Allowances: Telrite will provide a credit equal to one minute of applicable service for Telrite prepaid card calls that are interrupted or are subject to inadequate transmission. Credits will not be issued when an interruption or service deficiency is : i) not reported to Telrite; or ii) due to failure of power, equipment or systems not provided by Telrite.

Only the entity or individual whose name the original qualifying purchase was made shall be deemed to be the customer. Related entities, such as affiliates and subsidiaries, spouses and relatives, shall not be treated as the customer.

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Darryl E. Davis, CEO **Telrite** Corporation 1115 Church Street Covington, GA 30014

Interexchange Service

3.8.6 Enhanced Options

Prepaid Calling Cards may be purchased for use with enhanced options and services. The following options and services may be available:

Multilingual voice prompts Ability to enter a new PIN code

3.8.7 <u>Card Distributors/Resellers</u>

The Company will make Telrite Prepaid Calling Cards available to wholesalers or other distributors/resellers whose price per card will be determined based upon the number of prepaid cards purchased and whether the purchase is an isolated incident or made on a recurring basis. The wholesale cost per minute of use will be determined on an individual case basis, dependent upon whether the card is a wholesale or retail purchase.

Upon cancellation of any order for Prepaid Calling Cards prior to delivery, the customer forfeits any deposit(s) made with the Company for the prepaid calling cards and/or PIN codes.

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Interexchange Service SECTION 4 - RATES AND CHARGES

4.1. Usage Charges and Billing Increments

4.1.1 Usage Charges

Unless flat rated, usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in accordance with the billing increments set forth in the individual product rate sections of this tariff. All partial usage will be rounded up to the next highest applicable billing increment.

4.1.3 Rounding

All calls are rounded to the next highest billing interval. Any partial cents per call will be rounded up to the next highest whole cent.

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Interexchange Service

4.2 Outbound 1+ Service

\$0.0750 per minute.

Billed in 6 second increments with an 18 second minimum.

4.3 Inbound 8XX Service

Service subject to a \$2.95 service charge for monthly usage less than \$20.00.

Per minute rate: \$0.0750

Billed in 6 second increments with an 18 second minimum.

Monthly Service Charge: \$1.00 per toll free number.

4.4 <u>Travel Card Service</u>

Cards are established with a \$50.00 monthly limit, and international calling is not allowed. However, arrangements can be made to accommodate the need for a higher monthly limit or international calling on **a** case by case basis.

Rate Per Minute: \$0.0990

Billed in 6 second increments with a 30 second minimum.

Set up fee of \$1.00 per card.

4.5 Directory Assistance

\$0.89 per call.

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4.6 Late Payment Penalty

Account payments not received within thirty (30) days from the date the bill was rendered will be charge a late payment charge one and one-half percent (1.5%).

4.7 Dishonored Check Charge

All customers issuing dishonored check(s) will be charged a fee of \$15.00 per check.

4.8 Promotional Offerings

The Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, times (not to exceed one year), and/or locations, and shall be subject to prior notification to and approval by the Commission. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion, specifying the terms of the promotion, the location and dates of the promotion.

4.9 Pay Telephone (Payphone) Surcharge

\$0.35 surcharge shall be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

4.10 Reconnection Charge

\$10.00 per account per occurrence.

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Interexchange Service					
4.11	Prepaid	Services Rates			
	4.11.1	Surcharge Type Products			
		Connect Fee Rate Per Minute	\$1.00 \$0.25		
	4.11.2	Flat Rate Products			
		Connect Fee Rate Per Minute	\$0.00 \$0.50		
	4.11.3	Other Charges			
		Maintenance Fee	\$0. 99		

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Interexchange Service

SECTION 5 -GRANDFATHERED ONESTAR LONG DISTANCE, INC. SERVICES AND RATES

- 5.1 <u>OneStar Grandfathered Services Applicability</u>: The services described in Section 5 are available only to former customers of OneStar Long Distance, Inc. (OneStar), who were current subscribers to those plans on the date their service was transferred to Telrite Corporation. No new subscribers will be accepted for these plans by Telrite Corporation.
- 5.2 <u>OneStar Grandfathered Services Definitions</u>: The following definitions apply only to grandfathered services of OneStar, as described in Section 5 and provided to former customers of OneStar:

<u>Authorization Code</u> - A numerical code, one or more of which are assigned to a customer to enable Carrier to identify use of service on the customer's account and to bill the customer accordingly. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users. All authorization codes shall be the property solely of the Carrier, and a customer shall have no property or other right or interest in the use of any particular authorization code.

<u>Prepaid Account</u> - An inventory of Telecom Units purchased in advance by the customer and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

<u>Prepaid Calling Card</u> - A card issued by the Company containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

<u>Project Codes</u> - A numerical code of which 1-999 may be used by the customers to identify certain departments or individual users or to allocate the cost of calls back to client.

<u>Responsible Organization (RespOrg)</u> - The carrier entity that has responsibility for the management of 800 numbers in the SMS/800 including maintaining customer records in the SMS/800. Also, the entity which accesses the SMS/800 to: (a) search for and reserve 800 numbers; (b) create and maintain 800 number customer records, including call processing; and (c) provide a single point of contact for trouble reporting. The SMS/800 recognizes one RespOrg for each 800 number.

<u>Service Control Point (SCP)</u> - The real-time database system in the 800 database service network that contains instructions on how customers wish their calls to be routed, terminated, or otherwise processed.

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