MISSOURI P.S.C. NO. 2

Acceris Communications Corp.

Original Adoption Notice Page 1

ADOPTION NOTICE

Effective January 20, 2004, the Articles of Incorporation of WorldxChange Corp. were amended as to change its corporate name to Acceris Communications Corp.

Acceris Communications Corp. hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, filed with the Public Service Commission, State of Missouri, by WorldxChange Corp. prior to January 20, 2004.

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

Issued: August 31, 2004

Effective: September 30, 2004

Ken Hilton, President 9775 Businesspark Avenue San Diego, California 92131

CANCELLED November 24, 2005 TO-2008-0508 Missouri Public Service Commission

ACCERIS COMMUNICATIONS CORP.

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

ACCERIS COMMUNICATIONS CORP.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Acceris Communications Corp. with principal offices at 9775 Businesspark Avenue, San Diego, California 92131, toll free telephone number (800) 576-7775. This tariff applies for services furnished within the State of Missouri for business and residential service. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Acceris Communications Corp. operates as a competitive telecommunications company as defined by Case No. TO-88-142 within the State of Missouri.

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

DATE OF ISSUE: August 31, 2004 DATE EFFECTIVE: September 30, 2004 Kenneth Hilton, President 9775 Business Park Avenue San Diego, California 92131

CANCELLED November 24, 2005 TO-2008-0508 Missouri Public Service Commission

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P.S.C. MO No. 2 Original Page No. 1

Missouri Public Service Commission

TITLE PAGE

RECD DEC 24 2002

MISSOURI

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

WORLDxCHANGE CORP.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services formally provided by RSL COM U.S.A., Inc. now known as WORLDxCHANGE CORP. All products and services listed in this tariff are grandfathered and are ineligible for new WorldxChange customers. This tariff applies to services furnished within the State of Missouri and is on file with the Missouri Public Service Commission. The Missouri Public Service Commission is located at 200 Madison Street, Suite100, Jefferson City, Missouri 65102-0360. Copies may be inspected, during normal business hours, at the Company's place of business located at the address mentioned above.

CANCELLED

SEP 8 0 2004 By 1St RS 1 Public Service Commission MISSOURI (Now Acceris Comm Corp⁵¹2)

Issued:December 23, 2002

Effective: January 23, 2003

issued by:

Kenneth Hilton President WorldxChange Corp. 9775 Businesspark Ave. San Diego, CA 92131

Missouri Public Service Commission

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WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-97-426, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

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Effective: January 23, 2002

Issued by: Kenneth Hilton President WorldxChange Corp. 9775 Businesspark Ave. San Diego, CA 92131

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STATUTES

Section 392.210.2 Section 392.240 (1) Section 392.270 Section 392.280 Section 392.290 Section 392.300.2 Section 392.310 Section 392.320 Section 392.330 Section 392.340 Uniform System of Accounts Rates-reasonable average return on investment Property valuation Depreciation rates Issuance of stocks and bonds Acquisition of Stock Issuance of stocks and bonds Reorganization

COMMISSION RULES

4 CSR 240-10.020 4 CSR 240-30.010(2)(C) 4 CSR 240-30.040 4 CSR 240-33.030 4 CSR 240.35 Income on depreciation fund investments Posting exchange rates at central offices Uniform System of Accounts Inform customers of lowest priced service Reporting By-Pass

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RESERVED FOR FUTURE USE

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CANCELLED November 24, 2005 TO-2008-0508 Missouri Public Service Commission Effective: January 23, 2003

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CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

NONE

SYMBOLS

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

- D To signify a discontinuance
- I To signify a rate increase
- M To signify material relocated in the tariff
- N To signify a new rate or regulation
- R To signify a rate reduction
- T To signify a change in text, but no change in rate or regulation

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TARIFF FORMAT

- 1. <u>Page Numbering</u> Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added.
- Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.
- 3. <u>Paragraph Numbering Sequence</u> There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.

2. 2.1 2.1.1 2.1.1(A) 2.1.1(A).1 2.1.1(A).1.a 2.1.1(A).1.a.l 2.1.1(A).1.a.l.(i) 2.1.1(A).1.a.l.(i).(1)

4. <u>Check Pages</u> - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line: An arrangement which connects the Customer's location to a RSL COM U.S.A., Inc. network switching center.

Applicant: Applicant is an entity or individual who applies for Service under this Tariff.

Authorization Code: A numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Business Days: The period between 8:00am and 5:00pm, Monday through Friday, excluding bank holidays.

Call: A completed connection established between a calling station and one or more called stations.

Calling Card: Calling Card Service enables the caller to originate a call by dialing an access number from a touchtone or rotary telephone by providing a valid Calling Card number and PIN. The caller may access the network by dialing " 0" plus the called number and/or by dialing 1 plus an 800 number. Calls originating from a rotary telephone will be completed with the assistance of an operator.

Called Station: The station (i.e., telephone number) called, or the terminating point of call.

Company or Carrier: The term "Company" or "Carrier" denotes WorldxChange Corp.

Commission: Commission refers to the Missouri Public Service Commission or any succeeding agency.

Conference Bridge: Conference Bridge is the equipment which allows for three or more participants on the same call.

Customer: A person, firm, corporation or any other legal entity that orders service from the Company or is responsible for the payment of charges and for compliance with the Company's regulations and the tariff provisions contained herein.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Day: From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Dedicated Access/Special Access: Dedicated Access/Special Access is dedicated Local Access between the Customer's Premises or serving wire center and the Point-of-Presence of the DUC selected by the Company for origination and/or termination.

DUC: DUC is the acronym for "Designated Underlying Carrier."

Employees: The term "Employees" refers to the active and retired employees of WorldxChange Corp.

Evening: From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Holidays: President's recognized holidays are New Year's Day, President Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.

InterLATA Call: An interLATA call is any call that originates in one LATA and terminates in a different LATA.

IntraLATA Call: An intraLATA call is any call that originates and terminates within the same LATA.

IXC: An acronym for Interexchange Carrier.

Kbps: Kbps is an acronym for Kilobits Per Second.

LATA: LATA stands for Local Access Transport Area, which is a geographic area established for the provision and administration of communications service as provided for in the Modification of Final Judgment and any further modification thereto.

LEC: An acronym for "Local Exchange Carrier."

Modification of Final Judgment: Judicial opinion rendered in <u>United States v. American Telephone & Telegraph</u> <u>Company</u>, 522 F. Supp. 131 (D.D.C. 1982).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Night/Weekend: From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

NPA Centroid: NPA Centroid is the rating center which is used to calculate mileage for inbound 800 calls and Calling Card Calls.

NXX: NXX represents the first three digits of a Customer's telephone numbers. N is any number between two (2) and nine (9). X is any number between zero (0) and nine (9).

Off Net-Off Net: Off Net/Off Net calls are originated in equal access areas via equal access facilities, and are terminated via shared-use facilities. If a call is from ten (10) digit location terminating to a ten (10) digit location, the Off Net-Off Net rate schedule applies.

Off Net-On Net: Off Net/On Net calls are originated in equal access areas via equal access facilities between the Customer's premises and the Company's designated POP, and are terminated via Dedicated Access facilities from the destination POP to the destination location. If the call is from a ten (10) digit location terminating to a seven (7) digit location, the Off Net-On Net rate schedule applies.

On-Net Service: Originating locations where switches are residing.

On Net-Off Net: On Net/Off Net calls are originated via Dedicated Access facilities between the Customer's premises and Company's designated POP, and are terminated via shared-use facilities. If a call is from a seven (7) digit location terminating to a ten (10) digit location, the On Net-Off Net rate schedule applies.

On Net-On Net: On Net/On Net calls are originated via Dedicated Access facilities between the Customer's premises and Company's designated POP, and are terminated via Dedicated Access facilities from the Company's destination POP to the destination location. If a call is from a seven (7) digit location terminating to a seven (7) digit location, the On Net-On Net rate schedule applies.

PIC : Acronym for Primary Interexchange Carrier.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

PBX: An acronym for Private Branch Exchange.

POP: An acronym for Point-of-Presence, which may be (a) the central office of the DUC; (b) a location where the LEC or CAP hands off the traffic of the Company's Customers to the DUC or the Company; or (c) the location where the Customer's facility interconnects with the DUC or the Company.

Rate Center: A Rate Center is a specified geographical location used for determining mileage measurements.

Reseller: The term reseller denotes a Customer that resells Service(s).

Service: Service consists of any telecommunications service provided by the Company pursuant to this Tariff.

State: State refers to the State of Missouri.

Switched Access: Switched Access is when the transmission line at a Customer's location is switched through the LEC or CAP to reach the long distance network.

Underlying Carrier: Any interexchange carrier which provides long distance Service that is resold by the Company pursuant to this Tariff.

V&H: Acronym for Vertical and Horizontal.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the descriptions, regulations, and rates applicable to intrastate intraLATA and intrastate interLATA telecommunications services offered by WORLDxCHANGE CORP. formally known as RSL COM U.S.A., Inc., with principal offices located at 9775 Businesspark Ave., San Diego, CA 92131. The services are furnished for communications originating and terminating at points within the State of Missouri under the terms of this tariff.

This tariff governs the provision of inbound and outbound long distance telecommunications services, directory assistance services, and calling card services within the State of Missouri.

The Company installs, operates, and maintains the communication services as specified in the terms and conditions set forth in this Tariff. The Company may also 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 WorldxChange Corp. Network. The customer will be responsible for all charges due for such service arrangement. Services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

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Kenneth Hilton President WorldxChange Corp. 9775 Businesspark Ave. San Diego, CA 92131 Effective: January 23, 2003

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Services

- 2.2.1 Service is offered subject to the availability of facilities and /or equipment from the DUC or Company, the Company's ability to provision the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available. Certain factors may limit the availability of international calling, such as (a) transmission and/or atmospheric conditions, (b) legally restricted calls to a foreign country or area, and (c) legally restricted calls routed through a foreign country or area. Service is subject to such restrictions as may be enforced from time to time by the authorities in that country or area.
- 2.2.2 The Company reserves the right without liability to discontinue offering Services or to limit the use of Services when necessitated by conditions beyond the Company's control or when the Customer is using Services in violation of the law or the provisions of this Tariff.
- 2.2.3 Prior written permission from the Company and approval pursuant to Paragraph 2.16 of this tariff are required before Customers may assign or transfer any Service. All regulations and conditions contained in this tariff and all other applicable service conditions shall apply to all such permitted assignees or transferees.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Services (continued)

- 2.2.4 Conditions under which the Company may refuse or terminate Services without liability include, but are not limited to:
 - Insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or,
 - Customer's use of the Service constitutes a violation of either the provisions of this Tariff, or of any laws, rules, regulations, or policies; or,
 - Any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or,
 - The Company deems such refusal or termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or Service; or,
 - Misuse of the network or use of the network for any unlawful or criminal purpose; or,
 - Refusal by the Customer to allow the Company reasonable access to the Customer's facilities as required to provision Services.
- 2.2.5 The Company may refuse or terminate Service to Residential Customers in accordance with state laws and Commission rules.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Services (continued)

- 2.2.6 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services. Abuse or fraudulent use of Services includes, but is not limited to:
 - Use of Services to transmit a message or to locate a person or otherwise to give or obtain information without payment of the applicable charge; or
 - Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such Service; or
 - Use of Service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
 - Use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.
- 2.2.7 The Customer may not use Services provided under this Tariff for any unlawful purpose.
- 2.2.8 If the Company learns of possible fraudulent use of any of the Company's Calling Card Services, the Company will make an effort to contact the Customer, but Service may be terminated or blocked without liability to the Company.
- 2.2.9 To control non-payment and fraud, the Company may place global toll blocking and eliminate any optional, non-basic calling features, without incurring liability, for any Service offered under this Tariff. Services will be restored as soon as it can be provided without due risk, and only after accounts have been brought current.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

- 2.3.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, shall in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for damages caused by the negligence or willful misconduct of the Customer. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or failure to establish connections.
- 2.3.2 The Company will not be liable for and shall be held liable harmless by the customers against:
 - (A) Any act or omission of any other company or companies furnishing a portion of the Service or facilities, equipment or Service associated with such Service.
 - (B) Any defacement of, or damage to, the equipment or premises of a Customer resulting from the provision of Service when such defacement or damage is not the result of the Company's negligence.
 - (C) Damages caused by the negligence or willful misconduct of the Customer.
 - (D) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
 - (E) Any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings.
 - (F) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in Service contained in this Tariff.

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2.3 Limitation of Liability (continued)

- (G) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service or device. In the case of 800 Service, this also applies to third parties who dial the Customer's 800 number by mistake.
- (H) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.
- 2.3.3 The Company's liability, if any, with regard to the delayed Installation of facilities or commencement of Service will not exceed \$1,000.00.
- 2.3.4 In the absence of written authorization by the Company, no contractors, agents, or employees of connecting, concurring or other participating carriers or companies shall be deemed to be contractors, agents, or employees of the Company.
- 2.3.5 The Company's liability shall be limited to that expressly assumed in Paragraph 2.3 hereof. The Company shall not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Services provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings. With respect to Services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.6 The Company is not liable for any failure to provide or maintain Services under this Tariff due to circumstances beyond the Company's reasonable control.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.7 The above Tariff language (and any and all language which appears in this Tariff addressing liability of Company or its customers) does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and any direct, indirect, and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.
- 2.3.8 The Company will not be liable if an 800 number ordered by a Customer is not available, except when such availability is due to the Company's negligence. The Company's liability will be limited to the lesser of the Customer's actual damages or \$1,000.00.
- 2.3.9 If a Customer cancels an order for Service prior to commencement or completion of a mutually agreed upon period, a charge will be levied upon the Customer. The charge will be for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. The formula for determining said charges is located in Section 2.10 of this tariff.
- 2.3.10 Contractors, agents or employees of connecting, concurring or other participating carriers or companies must have the Company's written authorization to be deemed contractors, agents or employees of the Company.
- 2.3.11 The Company will not be held liable for interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties. Any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials will be paid by the Customer. Furthermore, all or a portion of the Service may be provided over facilities of third parties, and the Company will not be held liable to the Customer or any person, firm or entity for defects caused by such third parties.

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SECTION 2 - RULES AND REGULATIONS

2.4 Restoration of Services

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

2.5 Obligations of the Customer

- 2.5.1 The Company shall be indemnified and held harmless by the Customer against:
 - Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted by the Company; and
 - Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right; and
 - Violations by Customer of the right to privacy; and
 - Claims of patent infringement arising from combining or connecting facilities or the facilities with Customer's apparatus or systems; and
 - Claims related to lost or stolen calling cards, except as described in Paragraph 2.6; and
 - Any other claims whatsoever relating to or arising from message content or the transmission thereof; and
 - All other claims arising out of any act or omission of the Customer in connection with Service provided by the Company.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.2 The Customer shall be responsible for the payment of all charges for Service provided to Customer under this Tariff and for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of Service furnished to Customer under this Tariff.
- 2.5.3 The Customer is responsible for payment of all charges for Service provided by the Company and originating at Customer's number, accepted at Customer's number, billed to Customer's calling card or authorization code, or rendered at Customer's specific request.

The Customer is also responsible for payment of all amounts required by governmental and quasi-government authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, Compensation to Payphone Service Providers for the use of their payphones to access the Company's services. The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover these amounts, subject to approval by the Commission.

2.5.4 The Company shall only be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, after the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after an 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 demand. In the event that the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make an application to the Commission for review and disposition of the matter.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.5 Interconnection between Customer-provided and Company-provided service must be made by the Customer by leased channel or dial-up service. Where interconnection between Customer-provided and Company-provided service is not made by lease of Company facilities, interconnection must be made by the Customer at the Company's operating offices. Leased channels obtained from the Company for Long Distance Message Telecommunications Services are domestic leased channels and are not covered by this tariff.

In order to protect the Company's facilities, personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of other shall be provided at the Customer's expense.

2.5.6 The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections 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 Company-owned facilities.

If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel 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 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities from harm. The Company will upon request and within 24 hours notice in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.7 If the presubscription of any line of a Reseller is unauthorized, the Company may charge the Reseller for any Local Exchange Carrier presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different interexchange carrier. In instances where the Reseller has presubscribed lines and/or locations to its Service without proper authorization, the Reseller must:
 - (A) Inform the premises end user at each location of the unauthorized change in IXCs; and
 - (B) Insure that each such location is returned to the IXC of choice; and
 - (C) Pay all applicable conversion charges.
- 2.5.8 In the event of non-payment by a Reseller's end user, the Company may be requested by the Reseller to block such end user's Service because of non-payment of charges. The Reseller must certify that proper notice has been given to the premises owner/occupant at such location. Proper notice must meet state and federal rules for blocking Service due to non-payment.
- 2.5.9 In addition to the other provisions in this Tariff, carriers reselling Service will be responsible for securing and maintaining all necessary federal and state certifications and tariffs for operating as a reseller and for complying with the rules and regulations as set forth by the various regulatory agencies. Further, the carrier also assumes full responsibility for complying with the Communications Act and the rules, regulations, and decisions of the Federal Communications Commission. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be done in person or in writing.
- 2.5.10 The Customer shall indemnify and hold the Company harmless from any and all liability that is not expressly assumed by the Company in Paragraph 2.3 and that arises in connection with the provision of Service to the Customer.

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2.6 Lost Or Stolen Calling Cards Or Authorization Codes

The Customer is responsible for all charges for Services provided to the Customer, including charges for all calls placed by use of Customer's assigned authorization or calling card code. Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of Customer's authorization or calling card code, the Customer shall alert and give notice to the Company of such facts. The Customer shall be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

2.7 Obtaining Service

2.7.1 Application for Services

To obtain Service, the Applicant must submit to the Company an application in the form of a completed Long Distance Service Agreement and a Letter of Agency. The Applicant must also establish credit satisfactory to the Company as provided in Paragraph 2.7.2.

- 2.7.2 Establishment of Credit
 - (A) Applicant

The Company may decline to accept an application for Service unless the Applicant submits references and authorizes the Company to perform a credit check on Applicant, and unless the Company is satisfied with the Applicant's credit-worthiness.

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SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service (continued)

2.7.3 Customer Deposits

The Company does not require customer deposits.

2.7.4 Customer Requested Change in Service

The Customer may, by a written or verbal order, make changes within the general scope of service. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work or service or affects the Company's ability to provide service in accordance with the stated performance, an equitable adjustment shall be made in the price and/or delivery schedule and/or performance criteria.

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SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bills

2.8.1 General

Bills are sent to the current business or residential billing address no later than thirty (30) days following the close of billing. Each bill contains the amount due for basic services, the number of access line charges, the date the bill becomes delinquent on the bill, itemization of regulated and non-regulated services, taxes, surcharges and other fees. Payment in full is due upon receipt of the bill therefor. Checks should be made payable as named on the bill, and sent to the address as listed on the bill. A toll free telephone number is listed on the bill for any inquiry or dispute concerning a bill.

2.8.2 Billing Period

The billing period is one month. Charges may be assessed for unbilled traffic up to one year in arrears.

2.8.3 Billing Options

- (A) Employee Long Distance Service
 - .1 Active Employees

An Active Employee subscribing to the Employee's Long Distance Service is billed at predetermined discounted rates. For rates, please refer to Section 4.1.1(G) of this tariff.

.2 Retired Employees

A Retired Employee subscribing to the Employee's Long Distance may continue to receive predetermined discounted rates as described above.

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SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bills (continued)

- 2.8.3 Billing Options (continued)
 - (B) Residential Long Distance and Personal Calling Card Service

Charges for the Company's Residential Long Distance may be billed by the Company or by the LEC on behalf of the Company. The Company determines which billing method is utilized. If LEC billing is utilized, the rules and regulations applying to rendering and payment of the bill are the same as covered in the LEC's applicable tariff. The Company's designated LEC billing agent is Billing Concepts located at 7411 John Smith Drive, Suite 200, San Antonio, Texas 78229-4898 and the telephone number is (210) 949-7000.

(C) All Other Services

Charges for all other Services are direct billed by the Company. If a Customer's bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount.

(D) Low-usage Billing

The Company may invoice low usage customers every other month unless a customer invoiced in such a manner requests monthly billing.

- (E) Recovery of Collection Costs
 - .1 Non-Residential Customers

If the Company incurs any fees or expenses, including attorney's fees, in collecting, or attempting to collect any charges owed to the Company by a non-Residential Service customer, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bills (continued)

- 2.8.3 Billing Options (continued)
 - (E) Recovery of Collection Costs (continued)
 - .2 Residential Customers

If the Company hires a collection agency to collect, or attempt to collect, any charges owed the Company by a Residential Service customer, the customer will be liable to the Company for all such expenses, where permitted by applicable law. If the Company incurs any fees or expenses, including attorney's fees, in collection, or attempting to collect, any charges owed the Company other than by hiring a collection agency, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

(6) Overcharge/Undercharge

When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

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2.9 Customer Service

2.9.1 General

Customer Service may be contacted in writing at 1001 Brinton Road, Pittsburgh, PA 15221. Customers may also contact Customer Service by dialing (800) 266-2006. An appropriate 800 number is listed on the Customer's bill. Customer Service representatives are available twenty-four hours per day, seven days per week, 365 days per year.

2.9.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer Service organization as indicated in Paragraph 2.9.1 above. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter. The Missouri Public Service Commission may be contacted either in writing or telephone. The address is 200 Madison Street, Suite 100, Jefferson City, Missouri 65102-0360 and the telephone number is (800) 392-4211.

2.9.3 Service Difficulties

Service difficulties may be referred to the Company's Customer Service organization, as indicated in Paragraph 2.9.1 above.

2.9.4 Credit for Uncompleted Calls

Customers will be credited for calls that are uncompleted, unanswered, or placed to a wrong number.

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SECTION 2 - RULES AND REGULATIONS

2.10 Cancellation of an Order for Service by the Customer

- 2.10.1 An order for service may be canceled by the Customer upon receipt of written or verbal notice directed to the Company's corporate office. The cancellation will become effective from the date of receipt by the Company of the Customer's notice except as otherwise indicated in subsequent provisions of this tariff. Cancellation penalties as outlined below will apply.
- 2.10.2 Cancellation Charges
 - (1) Where the Customer cancels an order for any services specified in this tariff, the full service rates specified in that section and the schedule shown below will be utilized in calculating the cancellation charge, irrespective of all special promotion rates.

Days	Cancellation Charges	
Less than 30 days after receipt of order	No recurring charges	
30-90 days after receipt of order	1 month's recurring charges	
90 + days after receipt of order	3 month's recurring charges	

(2) Where installation of service had begun prior to the receipt of a cancellation notice, except as otherwise indicated, the Customer will be responsible for a charge equal to the non-recoverable costs incurred in the construction, such as the cost of equipment and materials, cost of installation, engineering, labor, supervision, general and administrative expenses, overhead, interest during construction, other disbursements, taxes and any other non-recoverable costs which may be incurred, less estimated net salvage.

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SECTION 2 - RULES AND REGULATIONS

2.10 Cancellation of an Order for Service by the Customer (continued)

2.10.2 Cancellation Charges (continued)

(C) Installation of special arrangement work is considered to have started when the Company incurs any cost including cancellation penalties imposed on the Company by its vendors in connection therewith or in preparation thereof which would not otherwise have been incurred, provided the Customer has given the Company prior authorization to undertake the special arrangement.

2.10.3 Cancellation During a Multi-Year Contract

(1) Cancellation During the First Year

The Customer is liable for full payment for the remainder of the first year at the one year monthly rate, plus the current monthly contract rate times the number of full unexpired years remaining in the contract. For example, if the charge for a certain service is \$1,000 per month for a five year contract, and \$1,500 per month for a one year contract, and a Customer contracts for five years, but cancels after six months, that Customer would owe (6 x \$1,500) + (\$1,000 x 4) = \$13,000.00.

(2) Cancellation After The First Year

The Customer is liable for the difference between the current monthly minimum rate and the previous term monthly rate (as defined below), multiplied by the number of months of service actually provided; plus one month's charges at the current contract rate times the number of full unexpired years remaining in the contract.

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SECTION 2 - RULES AND REGULATIONS

2.10 <u>Cancellation of an Order for Service by the Customer (continued)</u>

- 2.10.3 Cancellation During a Muti-Year Contract (continued)
 - (3) Definition of "Previous Term Monthly Rate"

"Previous Term Monthly Rate" usually applies when a Customer has signed a multiyear contract. It can be defined as the available contract term for service which directly precedes the term under which the Customer contracted, in other words, the rate for the previous term. For example, if a Customer signs a five year contract for a service which also has rates for one and three years, and the Customer cancels the fourth year, the previous term monthly rate is the rate for a three year contract.

If any of the previously mentioned contracts are renewed automatically and penalties are imposed for early cancellation, then the Company must notify the Customer sixty (60) days prior to the expiration date of the contracts.

2.11 Termination of Service by Customer

- 2.11.1 A Customer may cancel Service by giving thirty (30) days' written or verbal notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Paragraph 2.9.1.
- 2.11.2 Termination Liability

Termination liability will apply as follows, whether or not the Customer continues to use the service.

- (1) If the Customer is not receiving service under a contract of specified term, the Customer is liable for full payment for the remainder of minimum service period specified in this tariff, or for thirty (30) days, whichever is longer. If the Customer gives the Company more than thirty (30) days notice, the Customer is liable for all charges until the requested discontinuance date.
- (2) If cancellation of service occurs anytime during a contract which is for one year or less, the Customer is liable for full payment for the minimum service period specified in this tariff, or for the remaining contract value.

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SECTION 2 - RULES AND REGULATIONS

2.12 Termination of Business or Residential Customer Service by Company

The Company may refuse or discontinue service under the following conditions and in accordance with Commission rules, if any. Unless otherwise stated, the Customer will be given 30 days written or verbal notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- (A) For nonpayment of delinquent charges;
- (B) Failure to post a required deposit, if applicable, or guarantee;
- (C) Unauthorized use of Company's equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- (D) Failure to comply with terms of a settlement agreement;
- (E) Refusal after reasonable notice to permit inspection, maintenance or replacement of Company's equipment;
- (F) Material misrepresentations of identity in obtaining Company's Service;
- (G) As provided by state or federal law;
- (H) At least twenty-four (24) hours preceding a discontinuance of basic local service, the Company shall make reasonable efforts to advise the Customer of the proposed discontinuance and the procedure to avoid it. Reasonable efforts shall include either a hand-delivered written notice at least ninety-six (96) hours prior to the discontinuance; a second written notice; a door hanger or at least one telephone call attempt to reach the Customer;
- (I) The Company shall postpone a discontinuance for at least twenty-one (21) days if service is necessary to obtain 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; and,
- (J) Upon the Customer's request, the Company shall restore Service when the cause of discontinuance has been eliminated.

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SECTION 2 - RULES AND REGULATIONS

2.13 Installation and Connection Charges

The Company may assess charges for installation and connection of certain long distance Services. Such installation and connection charges are noted in this tariff when applicable.

2.14 Taxes and Assessments

In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, and fees will be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for the Company's Services. All state and local taxes, surcharges, and fees (e.g., sales & use tax, gross receipts tax, municipal utilities tax, state universal service fund, etc.) are listed as separate line items on Customer invoices, and are not included in the rates listed in this Tariff.

All charges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.

2.15 Transfer or Assignment

Intrastate Services provided by the Company may not be transferred or assigned to a new Customer unless the new Customer's credit is approved by the Company.

2.16 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 98% during peak use periods.

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2.17 Interruption of Service

2.17.1 General

It shall be the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the interruption is not being caused by any action or omission by the Customer, and is not caused by any wiring or equipment furnished by the Customer.

2.17.2 Usage-Sensitive Services

Credit allowances for the interruption of usage-sensitive Services shall be limited to the applicable initial period charge for the call interrupted, subject to the limitation of liability provision set forth in Paragraph 2.3.1 preceding.

- 2.17.3 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.17.4 No credit shall be allowed for an interruption of a continuous duration of less than two hours,
- 2.17.5 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

Credit ≈ (A X B) / 720

"A" - outage time in hours

"B" - total monthly charge for affected facility

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SECTION 2 - RULES AND REGULATIONS

2.18 Rate Periods

2.18.1 General

The rates for the Company's Services are typically on a fixed rate per minute basis, but some services may also depend upon the time period in which the call is placed, certain days of the week, as specified in the appropriate rate schedule for that call listed below, and the class of service applicable to the call. If applicable, calls with overlapping rate periods will be charged according to the rates applicable to the time recorded in each period. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

Generally, the minimum usage period is six (6) seconds with additional usage rounded to the nearest six (6) seconds. The incremental billable time periods for each service offering are specified in Sections 3 & 4 of this tariff.

	Times Appli	Times Applicable		
Rate Period	From	To, But Not Including	Days Applicable	
Day	8:00 AM	5:00 PM	Mon -Fri	
Evening	5:00 PM	11:00 PM	Sun - Fri	
Night	11:00 PM 8:00 AM 8:00 AM	8:00 AM 11:00 PM 5:00 PM	All days Saturdays Sunday	

(A) Day, Evening, and Night Rate Periods

(B) Peak and Off-Peak Rate Periods

The peak rate period is 8:00 AM up to but not including 5:00 PM Monday through Friday. The off-peak rate period is all other times.

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SECTION 2 -RULES AND REGULATIONS

2.19 Mileage Measurements

2.19.1 General

Calculation of mileage is in accordance with the V&H coordinate system.

2.19.2 Inbound and Calling Card Services

The Company uses the V&H coordinates associated with the Rate Center of the NPA Centroid.

2.19.3 Other Mileage- Sensitive Services

The distance is measured using the V&H coordinates associated with either the Rate Centers of the originating and terminating stations, or the V&H coordinates associated with the originating and terminating POP. The type of access determines which V&H coordinates are used.

If a call is originated or terminated via Switched Access, the distance is measured using the V&H coordinates associated with the Rate Centers of the originating or terminating station. If the call is originated or terminated via Dedicated Access, the distance is measured using the V&H coordinates associated with the originating or terminating POP.

The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

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SECTION 2 - RULES AND REGULATIONS

2.20 Determination of Airline Mileage

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between Rate Centers is determined by applying the formula below to the V&H coordinates associated with the Rate Centers involved. The Company uses the Rate Centers and associated V&H coordinates that are produced by Telcordia Technologies, formerly known as Bell Communications Research, in its NPA-NXX V&H Coordinates Tape and in NECA Tariff No.4.

FORMULA:

$$\sqrt{\frac{(V1-V2)^2+(H1-H2)^2}{10}}$$

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SECTION 2 - RULES AND REGULATIONS

2.21 Holidays

2.21.1 Long Distance Service and Residential Long Distance

The evening rate applies on Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, and Labor Day, unless the lower night rate is otherwise applicable.

2.21.2 All Other Services

The rate periods specified in Paragraph 2.19 apply.

2.22 Determining Rate In Effect

2.22.1 General

For outbound Services that are time-of-day sensitive, the time of day at the central office or POP associated with the calling station determines the rate in effect. For inbound Services that are time-of-day sensitive, the time of day at the central office or POP associated with the called station determines the rate in effect. Time of day shall be determined in accordance with Paragraph 2.19.

2.22.2 Split Rate Periods

When call duration is split between two rate periods, each rate period applies to the portion of the call that occurred during that rate period.

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SECTION 2 - RULES AND REGULATIONS

2.23 Application of Charges

2.23.1 Outbound Services

The rates and charges for Outbound Services apply to calls that originate by a Customer and terminate to a called party within the state.

2.23.2 Inbound Services

The rates and charges for Inbound Services apply to calls that originate by a calling party in the state and terminate to a billable customer in the same state.

2.24 Governing Law

This tariff is governed and interpreted according to the laws of the State of Missouri.

2.25 Minimum Grade of Service

A Customer can expect a minimum grade of service (successful access to non-RSL networks) of not less than 98% during peak use periods for all FGD services.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services

3.1.1 General

All Switched Access Outbound Services are available only in equal access serving areas. All Dedicated Access Outbound Services are available from any point within the State of Missouri. Furthermore, all Outbound Services may be provisioned by the Company or via the DUC. The method of provisioning is determined by the Company.

3.1.2 Switched Access Services

Switched Access Services are outbound-only long distance pricing plans for Customers using Switched Access facilities to reach the long distance network. Customers subscribing to the service may select from any comparable intrastate offering listed below.

- (3) Description of Services
 - .1 RSL COM USA Global Business Plan (Product No. 660)

RSL COM USA Global Business Plan is a basic 1+ service provided to Business customers. Calls originate via a Switched Access Line and terminate within the state. There is no monthly recurring charge per access line. For rates, please refer to Section 4.1.1(A) of this tariff.

.2 RSL COM USA Global Residential Plans (Product Nos. 541 & 674)

RSL COM USA Global Residential Plans are basic 1+ services provided to Residential customers. Calls originate via a Switched Access Line and terminate within the state. There may be a monthly recurring charge per access line. For rates, please refer to Section 4.1.1(B) of this tariff.

.3 RSL COM USA On-Net Plans (Product Nos. 395-397)

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RSL COM USA On-Net Plans are services provided to customers in locations where RSL has FGD access for switched 1+ calling. For rates, please refer to Section 4.1.1(C) of this tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

- 3.1.2 Switched Access Services (continued)
 - (1) Description of Services (continued)
 - .4 RSL COM USA Global Hub Plans (Product Nos. 550-554, 721)

RSL COM USA Global Hub Plans are services provided to Business customers. For rates, please refer to Section 4.1.1(D) of this tariff.

.5 RSL COM USA Intralink Plans (Product Nos. 339 & 353)

The RSL COM USA network provides Intralink domestic services to Business and Residential customers. In some geographic areas, Intralink is a state specific service. For rates, please refer to Section 4.1.1(E) of this tariff.

.6 RSL COM USA Targeted International Calling Plans (Product Nos. 530, 563, 676 & 677)

RSL COM USA Targeted International Calling Plans are services offered to customers who frequently call Europe (Europe Direct, Product No. 530), Latin America (Mi Mundo Latino, Product No. 563), the Middle East (Middle East Calling Plan, Product No. 676), and Asia (Asian Calling Plan, Product No. 677). For rates, please refer to Section 4.1.1(F) of this tariff.

.7 RSL COM USA Employee Discount Plan (Product No. 399)

RSL COM USA provides optional discounts off basic tariffed rates to its employees for 1+ Long Distance Services. For rates, please refer to Section 4.1.1(G) of this tariff.

.8 RSL COM USA Casual Access Plans (Product Nos. 271, 520, 521& 531)

RSL COM USA Casual Access Plans are non-presubscribed access, diat CIC or toll-free services provided to our Customers. For rates, please refer to Section 4.1.1.(H) of this tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

- 3.1.2 Switched Access Services (continued)
 - (2) Description of Services (continued)
 - .9 International Banking and Brokerage Community (IBBC) Plan (Product No. 701)

International Banking and Brokerage Community (IBBC) rates are targeted to members of the international banking and brokerage communities. Eligible companies include but are not limited to commercial banks, investment banks, brokerage firms, insurance companies and other financial institutions. IBBC rates are extended to the same eligible users. Access to the RSL network is via T-1 or Dedicated Access Lines. For rates, please refer to Section 4.1.1(I) of this tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

- 3.1.3 Dedicated Access Services
 - (1) General

Dedicated Access Services are usage sensitive long distance pricing plans for Business Customers using Dedicated Access to reach the long distance network.

Customers may access the Company's Services via dedicated or special access lines. The Customer is responsible for obtaining the dedicated or special access line from the LEC. Upon a Customer's request, the Company will obtain these lines on the Customer's behalf. The non-recurring and monthly recurring charges for these lines are in addition to the rates contained in this Tariff.

- (2) Description of Services
 - .1 RSL COM USA Global Business Plans (Product Nos. 670-673)

RSL COM USA Global Business Plans are basic 1+ services provided to Business customers. Calls originate via a Dedicated Access Line and terminate within the state. There is no monthly recurring charge per access line. For rates, please refer to Section 4.1.2(A) of this tariff.

.2 RSL COM USA Global Hub Plan (Product No. 504)

RSL COM USA Global Hub Plan is a service provided to Business Customers via T-1 or dedicated line. For rates, please refer to Section 4.1.2(B) of this tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.2 Inbound Services

3.2.1 General

The Company's Inbound Services permit calls to be completed to the Customer's locations without charge to the calling party. Access to the Services is gained by dialing a ten-digit telephone number, (800/888/877) NXX-XXXX, which terminates at the Customer's requested location. All Inbound services are offered on an interstate basis, but the Customer also has the option to receive intrastate calls as noted herein.

- 3.2.2 Switched Access Services
 - (1) Description of Services
 - .1 RSL COM USA Intralink 800 Plans (Product Nos. 350, 351& 354)

RSL COM USA Intralink 800 Plans are services provided via the switched access network. Calls are terminated via Common Business Lines at the Customer's location. For rates, please refer to Section 4.2.1 (A) of this tariff.

 RSL COM USA International Plus 800 Services (Product Nos. 117, 334-337)

For rates, please refer to Section 4.2.1(B) of this tariff.

.3 RSL COM USA 800 Access Services (Product Nos. 391, 392, 820, & 821)

For rates, please refer to Section 4.2.1(C) of this tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.2 Inbound Services (continued)

3.2.3 Dedicated Access Services

- (2) Description of Services
 - .1 Inbound Dedicated 800 (Product Nos. 822 & 823)

Inbound Dedicated 800 Service is provided through the dedicated access network. Calls are terminated via Common Business lines at the Customer location. The minimum usage period is thirty (30) seconds, and additional usage is billed in six (6) second increments. For rates, please refer to Section 4.2.2(A) of this tariff.

3.3 Other Charges

3.3.1 Maintenance Visits

A maintenance charge of \$150.00 applies for each visit of maintenance personnel to a Customer's premise when the reported trouble is found to be caused by Customer-provided station equipment or at the foreign end and not in the facilities or equipment furnished by the Company.

3.4 Contract Pricing Plans

Private Line services will be made available to customers in a non-discriminatory manner. Rates for Interexchange Dedicated Access, Private Line, non-switched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri Public Service Commission staff upon request on a proprietary basis. ICB rates will not be used for switched services.

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SECTION 3 - DESCRIPTION OF SERVICES

3.5 Calling Card Services

3.5.1 General

Calling Card Services enable the caller to originate a call by dialing an access number from a touch tone or rotary telephone, and by providing a valid calling card number and PIN. Calls originating from a rotary telephone will be completed with the assistance of an operator. The end user may access the network by dialing 1 plus an 800 number, or by dialing 0 plus the called number.

3.5.2 RSL COM USA Global Calling Card Services (Product Nos. 223, 398, 515 & 523)

RSL COM USA offers customers Calling Card Services as travel card options. Cards may be used for either domestic or international calls. The initial time period for Calling Card Services is one (1) minute with additional usage increments of one (1) minute. All charges are billed in full minute increments. Global Calling Cards are also offered to RSL COM USA employees at discounted rates. For rates, please refer to Sections 4.3.1(A) through 4.3.1(D) of this tariff.

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4.1 <u>Outbound Services</u>

- 4.1.1 Switched Access Services
 - (1) RSL COM U.S.A. Global Business Plan (Product No. 660)

The intrastate charge for this service is \$0.3240 per minute for all time periods. There are no monthly charges for this service.

- (2) RSL COM USA Global Residential Plans (Product Nos. 674 & 541)
 - .1 Global Residential Plan (Product No. 674)

The intrastate charge for this service is \$0.3240 per minute for all time periods. There is an additional monthly charge of \$3.00.

.2 Residential Direct Plan (Product No. 541)

The intrastate charge for this service is \$0.0990 per minute for all time periods.

- (C) RSL COM USA On-Net Plans (Product Nos. 395-397)
 - .1 1+ Commercial Rates (Product No. 395)

The intrastate charge for this service is \$0.0700 per minute for all time periods.

.2 1+ Residential Rates (Product No. 396)

The intrastate charge for this service is \$0.0850 per minute for all time periods.

.3 1+ Commercial Danish Special (Product No. 397)

The intrastate charge for this service is \$0.0700 per minute for all time periods.

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SECTION 4 - RATES AND CHARGES

4.1 Outbound Services (continued)

- 4.1.1 Switched Access Services (continued)
 - (4) RSL COM USA Global Hub Plans (Product Nos. 550-554, 721)
 - .1 Global Hub Plus 1 (Product No. 550)

The intrastate charge for this service is \$0.1235 per minute for all time periods.

.2 Global Hub Plus 2 (Product No. 551)

The intrastate charge for this service is \$0.1185 per minute for all time periods.

.3 Global Hub Plus 3 (Product No. 552)

The intrastate charge for this service is \$0.1185 per minute for all time periods.

.4 Global Hub Plus 4 (Product No. 553)

The intrastate charge for this service is \$0.1100 per minute for all time periods.

.5 Global Hub Plus 5 (Product No. 554)

The intrastate charge for this service is \$0.0990 per minute for all time periods.

.6 Old Global Hub Plus (Product No. 721)

The intrastate charge for this service is \$0.1150 per minute for all time periods.

- (E) RSL COM USA Intralink Plans (Product Nos. 339 & 353)
 - .1 U.S. Intralink Plan (Product No. 339)

The intrastate charge for this service is \$0.1850 per minute for all time periods.

.2 U.S. Intralink Commercial Plan (Product No. 353)

The intrastate charge for this service is \$0.1450 per minute for all time periods.

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4.1 Outbound Services (continued)

- 4.1.1 Switched Access Services (continued)
 - (F) RSL COM USA Targeted International Calling Plans (Product Nos. 530, 563, 676 & 677)
 - .1 Europe Direct Plan (Product No. 530)

The intrastate charge for this service is \$0.1690 per minute for all time periods.

.2 Mi Mundo Latino (Product No. 563)

The intrastate charge for this service is \$0.1300 per minute for all time periods.

.3 Middle East Calling Plan (Product No. 676)

The intrastate charge for this service is \$0.0990 per minute for all time periods.

.4 Asian Calling Plan (Product No. 677)

The intrastate charge for this service is \$0.1830 per minute for all time periods.

- (7) RSL COM USA Employee Discount Plan (Product No. 399)
 - .1 1 + Long Distance Service

The intrastate charge for this service is \$0.1219 per minute for all time periods.

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4.1 Outbound Services (continued)

- 4.1.1 Switched Access Services (continued)
 - (H) RSL COM USA Casual Access Plans (Product Nos. 271, 520, 521, 531)
 - .1 Global Saver Residential III Plan (Product No. 271)

The intrastate charge for this service is \$0.1850 per minute for all time periods.

.2 Residential (Product No. 520), Commercial (Product No. 521), and Europe Casual Access Plans (Product No. 531)

The intrastate charge for this service is \$0.1700 per minute for all time periods.

(I) International Banking and Brokerage Community (IBBC) Plan (Product No. 701)

The intrastate charge for this service is \$0.1150 per minute for all time periods.

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4.1 Outbound Services (continued)

- 4.1.2 Dedicated Access Services
 - (1) RSL COM USA Global Business Plans (Product Nos. 670-673)
 - .1 RSL Global Plan 11 (Product No. 670)

The intrastate charge for this service is \$0.0600 per minute for all time periods.

.2 RSL Global Plan 12 (Product No. 671)

The intrastate charge for this service is \$0.0580 per minute for all time periods.

.3 RSL Global Plan 13 (Product No. 672)

The intrastate charge for this service is \$0.0450 per minute for all time periods.

.4 RSL Global Plan 14 (Product No. 673)

The intrastate charge for this service is \$0.0400 per minute for all time periods.

(2) RSL COM USA Global Hub Plan (Product No. 504)

The intrastate charge for this service is \$0.0700 per minute for all time periods.

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4.2 Inbound Services

- 4.2.1 Switched Access Services
 - (1) RSL COM USA Intralink 800 Services (Product Nos. 350, 351, & 354)
 - .1 Global Intralink Plus Commercial (Product No. 350) and Residential (Product No. 351) Plans

The intrastate charge for both services is \$0.2000 per minute for all time periods.

.2 U.S. Intralink 800 Service (Product No. 354)

The intrastate charge for this service is \$0.1450 per minute for all time periods.

- (2) RSL COM USA International Plus 800 Services (Product Nos. 117, 334-337)
 - .1 International Plus Service (Product No. 117) and KTC International Plus Commercial and Residential (Product Nos. 334-337)

The intrastate charge for these services is \$0.2000 per minute for all time periods.

- (3) RSL COM USA 800 Access Services (Product Nos. 391, 392, 820-821)
 - .1 Residential 800 Access Service (Product No. 391)

The intrastate charge for this service is \$0.1850 per minute for all time periods.

.2 Commercial 800 Access Service (Product No. 392)

The intrastate charge for this service is \$0.1850 per minute for all time periods.

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4.2 Inbound Services (continued)

- 4.2.1 Switched Access Services (continued)
 - (3) RSL COM USA 800 Access Services (Product Nos. 391, 392, 820-821) (cont'd)
 - .3 Term 800 Access Service (Product No. 820)

The intrastate charge for this service is \$0.1358 per minute for all time periods.

.4 Month-to Month 800 Access Service (Product No. 821)

The intrastate charge for this service is \$0.1400 per minute for all time periods.

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4.2 Inbound Services (continued)

- 4.2.2 Dedicated Access Services
 - (1) RSL COM USA 800 Access Service (Product Nos. 822 & 823)
 - .1 Term 800 Access Service (Product No. 822)

The intrastate charge for this service is \$0.0580 per minute for all time periods.

.2 Month-to-Month 800 Access Service (Product No. 823)

The intrastate charge for this service is \$0.0600 per minute for all time periods.

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4.3 Calling Card Services

- 4.3.1 RSL COM USA Global Calling Card Services (Product Nos. 223, 398, 515 & 523)
 - (1) Global Calling Card No. 1 (Product No. 223)

The intrastate charge for this service is \$0.1990 per minute for all time periods.

(2) Global Calling Card No. 2 (Product No. 523)

The intrastate charge for this service is \$0.1700 per minute for all time periods.

(3) Delta Card Service (Product No. 515)

The intrastate charge for this service is \$0.1000 per minute for all time periods.

(4) Employee Calling Card (Product No. 398)

The intrastate charge for this service is \$0.1458 per minute for all time periods.

4.4 Other Charges

4.4.1 Penalty For Bad Checks

Whenever a check or draft presented for payment for Service is not accepted by the institution on which it is written, a penalty fee of up to a maximum of \$20.00 will be imposed.

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SECTION 5 - PROMOTIONS

5.1 General

The Company may, upon Commission approval, offer customers specific rate incentives during specified promotional periods. The Company will provide written notice to the Commission at least seven (7) days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

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FORMER SERVICES OF RSL COM U.S.A., Inc.

1.1 RSL Rates

1.1.1 Time of Day Rate Periods

For time of day sensitive products, the appropriate rates apply for day (DAY), evening (NON-DAY) and night/weekend (NON-DAY) calls based on the following chart.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM		DAYTIM	E RATE	PERIOD			<u></u>
5:00 PM TO 11:00 PM*	EVENING AND NON-DAY RATE PERIOD					EVE & N.D.	
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND AND NON-DAY RATE PERIOD						

* to, but not including

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call.

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FORMER SERVICES OF RSL COM U.S.A., Inc.

1.1 **RSL Rates (continued)**

1.1.2 **Rates and Charges**

> The Customer is charged individually for each call placed through the Carrier. Customers are billed based on their use of RSL's service. Rates may vary by call duration, time of day, and product type.

MTS and WATS Services (A)

> Calls are billed in six (6) second increments after the initial minimum period of eighteen (18) seconds.

Mileag e	DAYTIME		DAYTIME EVENING		NIGHT/WEEKEND	
	Initial 18 Sec.	Add'l 6 Sec.	Initial 18 Sec.	Add'l 6 Sec.	Initial 18 Sec.	Add'l 6 Sec.
· All Miles	\$.0792	\$.0264	\$.0673	\$.0224	\$.0673	\$.0224

(B) Directory Assistance

Directory Assistance is available to Customers of RSL's MTS, WATS and Prepaid Card Services. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

\$0.75 Per Call Charge:

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FORMER SERVICES OF ONE STEP BILLING, INC. (OSBI)

2. RATES AND CHARGES

- 2.1 Usage Rates
 - 2.1.1 The following are the maximum per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.
- 2.2 Switched Inbound Usage Rates

Switched Inbound Service permits inward calling via 800 codes to a specific location utilitizing premium switched, Feature Group D access on both ends.

2.2.1 Program A2

PROGRAM A2 BUSINESS DAY EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$.195	\$.195

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FORMER SERVICES OF ONE STEP BILLING, INC. (OSBI)

2. RATES AND CHARGES

- 2.2 Switched Inbound Usage Rates (continued)
 - 2.2.2 Program B2

Customers subscribing to Program B2 subscribe to the Company's Ultra Savings International Program and incur a \$3.00 per month service charge in addition to the per minute usage charge set forth herein.

PROGRAM B2 BUSINESS DAY EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$.3460	\$.3460

2.3 Dedicated Inbound Usage Rates

2.3.1 Reserved for future use

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SECTION 100 - MISCELLANEOUS GRANDFATHERED SERVICES

FORMER SERVICES OF ONE STEP BILLING, INC. (OSBI)

2. RATES AND CHARGES

2.4 Switched Outbound Usage Rates

The Company's 1+ Switched Outbound Service permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

2.4.1 Program A2

PROGRAM A2 BUSINESS DAY EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$.195	\$.195

2.4.2 Program B2

Customers subscribing to Program B2 subscribe to the Company's Ultra Savings International Program and incur a \$3.00 per month service charge in addition to the per minute usage charge set forth herein.

PROGRAM B2 BUSINESS DAY EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
Ali	\$.3460	\$.3460

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SECTION 100 - MISCELLANEOUS GRANDFATHERED SERVICES

FORMER SERVICES OF ONE STEP BILLING, INC. (OSBI)

- 2. RATES AND CHARGES
 - 2.5 Dedicated Outbound Usage Rates
 - 2.5.1 Reserved for future use
 - 2.6 Calling Card Usage Rates
 - 2.6.1 Customers using the Company's Calling Card to place long distance calls incur a \$0.30 per call charge in addition to the per minute usage charge set forth hereinafter.

BUSINESS DAY EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
Ali	\$.25	\$.25

2.7 Recurring Charges

Customers will incur a \$3.00 per month billing fee.

- 2.8 Reserved for Future Use
- 2.9 Emergency Calls
 - 2.9.1 Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

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