2.6 Discontinuance of Service

- 2.6.1 Service may be discontinued for any of the following reasons:
 - A. nonpayment of an undisputed delinquent charge;
 - **B.** unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
 - **C.** failure to substantially comply with terms of a settlement agreement;
 - **D.** refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
 - **E.** material misrepresentation of identity in obtaining telephone utility service;
 - **F.** as approved by federal or state law.
- **2.6.2** Service may not be discontinued by the Company for failure to pay charges not subject to Missouri Public Service Commission's jurisdiction unless specifically authorized in this tariff.
- **2.6.3** Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such day.
- **2.6.4** Customers shall have 21 days from the rendition of a bill to pay the charges stated.
- 2.6.5 Residential service shall not be discontinued unless written notice by first-class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. All notices shall be sent on the 5th of the month.
- **2.6.6** At least 24 hours preceding a discontinuance the Company shall make reasonable efforts to contact the customer to advise of the proposed discontinuance and what steps must be taken to avoid it.

Issued: September 7, 2006 Effective: October 22, 2006

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2.7 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- **B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- **B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- **D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- **F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- **G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- **H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- **B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service, (Cont'd.)

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12)-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.8 Use of Customer's Service by Others

2.8.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



2.9 Cancellation by Customer

Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.10 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.10.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- **A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- **B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the <u>Wall Street Journal</u> on the third business day following the date of cancellation;
- **D.** minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



2.11 Transfers and Assignments

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

- **2.11.1** to any subsidiary, parent company or affiliate of the Company; or
- 2.11.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- **2.11.3** pursuant to any financing, merger or reorganization of the Company.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



2.12 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this tariff.

2.12.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- **B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



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

2.12.1 Customer Liability for Fraud and Unauthorized Use of the Network, (Cont'd.)

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



2.13 Notices and Communications

- **2.13.1** The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.13.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.13.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- **2.13.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.14 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this rate sheet, such taxes, fees and surcharges are in addition to rates as quoted in this rate sheet and will be itemized separately on Customer invoices. All charges and fees subject to MoPSC jurisdiction, except taxes and franchise fees, will be submitted to the MoPSC for prior approval.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



2.14 Taxes, Fees and Surcharges, (Cont'd.)

2.14.1 Missouri Universal Service Fund

- A. The Company will place, on each retail end-user customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Missouri Public Service Commission.
- **B.** The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
- C. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



2.15 Miscellaneous Provisions

2.15.1 Telephone Number Changes

Whenever any Customer's telephone number is changed the Company shall intercept all calls to the former number for at least thirty (30) days at no charge and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



SECTION 3 – SERVICE AREAS

3.1 Local Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LEC:

1) Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri

Adrian	Chesterfield	Gideon	Lilbourne
Advance	Chillicothe	Gladstone*	Linn
Agency	Clarksville	Glasgow	Lockwood
Altenburg-Frohna	Clever	Grain Valley	Louisiana
Antonia	Climax Springs	Gravois Mills	Macks Creek
Archie	Creve Couer+	Gray Summit	Malden
Argyle	De Kalb	Greenwood	Manchester
Armstrong	De Soto	Hannibal	Marble Hill
Ash Grove	Deering	Harvester	Marceline
Beaufort	Delta	Hayti	Marionville
Bell City	Dexter	Herculaneum-	Marshall
Belton*	Downing	Pevely	Marston
Benton	E. Independence*	Higbee	Maxville
Billings	East Prairie	High Ridge	Mehlville+
Bismarck	Edina	Hillsboro	Meta
Bloomfield	Eldon	Holcomb	Mexico
Bloomsdale	Elsberry	Homersville	Moberly
Blue Springs*	Essex	Imperial	Monett
Bonne Terre	Eureka	Independence*	Montgomery City
Boonville	Excelsior Springs	Jackson	Morehouse
Bowling Green	Fair Grove	Jasper	Nashua*
Bridgeton+	Farley	Joplin	Neosho
Brookfield	Farmington	Kansas City	Nevada
Camdenton	Fayette	Kennett	New Franklin
Campbell	Fenton	Kirksville	New Madrid
Cape Girardeau	Ferguson+	Kirkwood+	Nixa
Cardwell	Festus-	Knob Noster	Oak Ridge
Carl Junction	Crystal City	La Monte	Oakville+
Carrollton	Fisk	Ladue+	Old Appleton
Carthage	Flat River	Lake Ozark	Oran
Caruthersville	Florissant+	Lamar	Osage Beach
Cedar Hill	Frankford	Lancaster	Overland+
Center	Fredericktown	Leadwood	Pacific
Chaffee	Freeburg	Lees Summit*	Parkville*
Charleston	Fulton	Liberty*	Patton

Issued: September 07, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President

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3.1 Local Exchange Service Areas

1) Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri, cont'd.

Paynesville Richwoods Spanish Lake+ Valley Park Perryville Risco Springfield Versailles St. Charles Pierce City Riverview+ Vienna St. Clair Pocahontas-Rogersville Walnut Grove New Wells Rushville Wardell St. Joseph Pond San Antonio St. Louis Ware Poplar Bluff Washington Sappington+ St. Marys Portage de Sioux Scott City Ste. Geneview Webb City Portageville Sedalia Stanberry Webster Groves+ **Puxico** Strafford Wellsville Senath Quilin Sikeston Tiffany Springs* Westphalia Raytown* Slater Trenton Willard Republic Southville Tuscumbia Wyatt Richmond South Kansas City* Union

Issued: September 07, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



^{*}is technically labeled as a "zone" within the Kansas City Metropolitan Exchange.

⁺is technically labeled as a "zone" within the St. Louis Metropolitan Exchange

SECTION 4 – SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Service Order Charge: Applies to connection of new lines and to service orders associated with Customer requests for changes in service, moves, and the addition of services, including the addition of calling features.

4.1.1 Rates

	Business	Residential
Line Connection Charge		
Primary Line	\$60.00	\$60.00
Secondary Line	\$60.00	\$60.00
Service Order Charge		
Moves/Adds/Changes	\$25.00	\$ 25.00

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



SECTION 4 – SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.2 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	Business	Residential
Installation Charge – 1 st Hour	\$120.00	\$110.00
Repair Charge – 1 st ½ Hour	\$ 91.00	\$ 91.00
Repair Charge – Each Add'l ½ Hour	\$ 46.00	\$ 46.00

4.3 Restoral Charge

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	Business	Residential
Per occasion, per line:	\$20.00	\$20.00

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



SECTION 4 – SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Public Telephone Surcharge

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

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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

Rate Per Call: \$0.60

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



SECTION 5 – LOCAL EXCHANGE SERVICE

5.1 General

Local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless otherwise specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

5.1.1 **Application of Business and Residential Rates**

- The determination as to whether telephone service should be classified as Business or A. Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.
- В. Business rates apply at the following locations, among others:
 - 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
 - 2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
 - In the residence of a practicing physician, dentist, veterinary, surgeon, or other 3. medical practitioner who has no service at business rates at another location.
 - In any residence location where there is substantial business use of the service 4. and the Customer has no service at business rates.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



5.1 General, (Cont'd.)

5.1.1 Application of Business and Residential Rates, (Cont'd.)

- **C.** Residence rates apply at the following locations, among others:
 - 1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
 - 2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates another location.

5.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- **5.2.1** Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- **5.2.3** Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- **5.2.5** All times refer to local time.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President 223 Sunset Avenue, Suite 223

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5.3 Basic Local Exchange Service

5.3.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company's switching network that enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) Company operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residence and Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



5.3 **Basic Local Exchange Service, (Cont'd.)**

5.3.2 Flat Rate Local Exchange Service

Flat Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Flat Rate Local Exchange Service includes unlimited local exchange calling per month.

Business Residential Monthly Rate, per line: \$60.00 \$40.00

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President

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Missouri Public Service Commission

5.4 Direct Inward Dial (DID) Service

(N)

(N)

5.4.1 General

- A. DID Service provides a Customer with a voice grade telephonic communications trunk channel to receive incoming voice or data calls to local telephone numbers assigned to the Customer. DID Service does not provide a line-side connection. DID Service transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer's designated equipment.
- B. DID Service may be provided in conjunction with non-regulated services offered by the Company pursuant to contract. To the extent that contractual rates for DID Service differ from those set forth in Section 5.4.3 below, they will be subject to the terms of the Individual Case Basis arrangements.

5.4.2 Service Eligibility, Restrictions and Limitations

- A. Connectivity to E911, operator services and directory assistance is not supported by DID Service.
- B. The Company reserves the right to provision DID service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- C. The Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

Issued: November 3, 2009 Effective: December 3, 2009

Issued by: Daniel Borislow, CEO and President

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5.4 Direct Inward Dial (DID) Service, (Cont'd.)

(N)

(N)

5.4.2 Service Eligibility, Restrictions and Limitations, (Cont'd.)

- D. The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.
- E. The Customer shall not route or transmit traffic originated through toll free (8XX) dialing, or traffic typically subject to reverse billing treatment by any means, including but not limited to mapping to any Carrier Identification Codes (CIC), mapping to or in conjunction with any YMax DID numbers that utilize the YMax network, or use any other routing method that may cause the originating telephone company to bill YMax for the origination of such traffic, without first obtaining explicit written permission from an officer of YMax. A Customer transmitting or routing such prohibited traffic shall be subject to immediate discontinuance of its service or service arrangements without advance notice, and the Customer shall be liable for any charges billed to YMax due to such transmission or routing. In the event that Customer sends calls to YMax that are not approved for termination, then Customer shall pay YMax an additional \$.04 per minute for all of its toll free (8XX) or reverse billing originated traffic.

5.4.3 Rates and Charges

The following rates apply to DID Service.

Nonrecurring Annual Recurring Charge
Per DID Number \$0.00 \$0.10

Issued: November 3, 2009 Effective: December 3, 2009

Issued by: Daniel Borislow, CEO and President

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5.5 Direct Inward Dial/Direct Outward Dial (DID/DOD) Service

(N)

(N)

5.5.1 General

- A. DID/DOD Service combines DID Service as described in Section 5.4 with Direct Outward Dial (DOD) service. DOD service is not provided independently of DID service. DID/DOD Service provides a Customer with a voice grade telephonic communications trunk channel to place and receive voice or data calls. DID/DOD Service does not provide a line-side connection. It transmits the dialed digits for incoming or outgoing calls, allowing the Customer's calls to be routed as required by the Customer to the Customer's designated equipment. Where available from the Company, long distance services can be provided in conjunction with DID/DOD Service or Customers may choose to route traffic to other carriers for long distance termination.
- B. Connectivity to E911, operator services and directory assistance is supported by DID/DOD Service.
- C. DID/DOD Service may be provided in conjunction with non-regulated services offered by the Company pursuant to contract. To the extent that contractual rates for DID/DOD Service differ from those set forth in Section 5.5.3 below, they will be subject to the terms of the Individual Case Basis arrangements.

5.5.2 Service Eligibility, Restrictions and Limitations

A. The Company reserves the right to provision DID/DOD service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.

Issued: November 3, 2009 Effective: December 3, 2009

Issued by: Daniel Borislow, CEO and President

5700 Georgia Avenue Palm Beach, FL 33405

5.5 Direct Inward Dial/Direct Outward Dial (DID/DOD) Service, (Cont'd.)

5.5.2 Service Eligibility, Restrictions and Limitations

- B. The Company, at its sole discretion, reserves the right to limit the quantity of DID/DOD number blocks a Customer may obtain. Requests for 30 or more DID/DOD number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID/DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID/DOD numbers.
- C. The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.
- D. The Customer shall not route or transmit traffic originated through toll free (8XX) dialing, or traffic typically subject to reverse billing treatment by any means, including but not limited to mapping to any Carrier Identification Codes (CIC), mapping to or in conjunction with any YMax DID numbers that utilize the YMax network, or use any other routing method that may cause the originating telephone company to bill YMax for the origination of such traffic, without first obtaining explicit written permission from an officer of YMax. A Customer transmitting or routing such prohibited traffic shall be subject to immediate discontinuance of its service or service arrangements without advance notice, and the Customer shall be liable for any charges billed to YMax due to such transmission or routing. In the event that Customer sends calls to YMax that are not approved for termination, then Customer shall pay YMax an additional \$.04 per minute for all of its toll free (8XX) or reverse billing originated traffic.

5.5.3 Rates and Charges

The following rates apply to DID/DOD Service.

Nonrecurring Annual Recurring Charge \$0.00 \$0.10

Per DID/DOD Number

Issued: November 3, 2009

Issued by: Daniel Borislow, CEO and President

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JC-2010-0318

MOL0902

Effective: December 3, 2009

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SECTION 6 – SUPPLEMENTAL SERVICES

6.1 **Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.1 **Feature Descriptions**

Anonymous Call Rejection - Gives the Customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. The screening list holds a maximum of fifteen (15) numbers.

Auto Call Back - Allows a Customer to return the most recent incoming call and hear an announcement of the last telephone number that called.

Auto Redial – Automatically redials a busy number for up to 30 minutes until line is available.

Call Forwarding - Allows incoming calls forwarded to be forwarded to another line specified by the Customer by dialing a code and the telephone number to which the calls will be forwarded.

Call Trace - Allows a called party to initiate an automatic trace of the last call received. Customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by the Company, or (2) the capability to utilize Call Trace on a per activation basis, as needed. Call Trace allows the Customer to dial a code (*57) to automatically request that the following information be recorded: originating telephone number, the date and time of the call, the date and time call trace was activated.

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

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



6.1 Optional Calling Features, (Cont'd.)

6.1.1 Feature Descriptions, (cont'd.)

Call Waiting/Call Waiting with Caller ID – Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call. Call Waiting with Caller ID provides Call Waiting service with the display of Caller ID information for the call that is waiting.

Caller ID -This feature enables the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. When Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle.

Per line blocking for the blocking of CPN will be available upon request, at no charge, only to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to the Company: (1) private, nonprofit, tax exempt, domestic violence intervention agencies and (2) federal, state and local law enforcement agencies.

The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. Line blocking Customer can unblock their CPN information on a per call basis, at no charge, by dialing an access code (*82 on their touch tone pad of 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (*67 on their touch tone pad of 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



6.1 Optional Calling Features, (Cont'd.)

6.1.1 Feature Descriptions, (cont'd.)

Caller ID, (cont'd.)

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

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

Caller ID-Number Only – Provides for the display of the calling party telephone number on Caller ID compatible Customer premises equipment.

Caller ID Name and Number– Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

Custom Ringing - Allows a Customer to have up to two separate telephone numbers (one main and one additional number) associated with one local exchange access line. Each telephone number has a distinctive ring on incoming calls for identification purposes.

Priority Call - Allows a Customer to assign a maximum of fifteen (15) callers' telephone numbers to a special list. The customer will hear a distinctive ring at his location when calls are received from callers' telephone numbers on that list.

Speed Calling 8 - Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

Three-Way Calling - Allows the Customer to add a third party to an existing conversation.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates

(A) Features Offered on a Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

	Monthly Recurring Charge	
Feature	Business	Residential
Anonymous Call Rejection	\$3.00	\$3.00
Auto Call Back (*69)	\$4.00	\$4.00
Auto Redial	\$3.00	\$3.00
Call Forwarding - Busy Line	\$2.00	\$2.00
Call Waiting/ Call Waiting with Caller ID	\$6.00	\$6.00
Caller ID Name and Number	\$8.50	\$6.50
Distinctive Ringing	\$6.50	\$4.50
Priority Call	\$1.75	\$1.75
Speed Calling 8	\$3.00	\$1.50
Speed Calling 30	\$4.00	\$2.00
Three Way Calling	\$4.99	\$3.00

(B) Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

Feature	Per Use
Busy Redial	\$0.75
Return Call	\$0.75
Three Way Calling	\$0.75
Call Trace	\$1.50

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President

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6.2 Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

Per Call Charge \$1.25

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



6.3 Operator Services

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Third Party Billed - Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls - Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



6.3 Operator Services, (Cont'd.)

6.3.1 Local Usage Charges

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

6.3.2 Per Call Service Charges

Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$2.50
Operator Assisted	
Collect	\$2.50
3rd Party Billed	\$2.50
Person-to-Person	\$4.50

6.4 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the call has already been verified as busy.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

6.4.1 Rates

Busy Line Verification, per request: \$2.50 Busy Line Interrupt, per request: \$5.00

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



6.5 Directory Listing Service

6.5.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

6.5.2 Listings

(A) Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (cont'd.)

(B) Additional Listings

Additional listings may be the listings of individual names of those entitled to use the customer's service or, for business, Departments, Divisions, Tradenames, etc.

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or seasonal guests residing in a hotel or club.

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business or residence classification as the service with which such listings are furnished.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (cont'd.)

(C) Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice not withstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some person. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Subscriber indemnifies (i.e.,promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (cont'd.)

(D) Nonlisted Service

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some person. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

6.5.3 Monthly Rates

	Monthly Rate	
	Business	Residential
Additional Listings	\$1.50	\$1.00
Nonlisted Service	\$2.00	\$2.00
Nonpublished Service	\$4.50	\$4.50

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President

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6.6 911 Emergency Service

- 6.6.1 The Company is obligated to supply the E-911 service provider in the Company service area with information necessary to update the E-911 database at the time the Company submits Customer orders to the local exchange company whose service is being resold or whose lease facilities have been purchased for the provision of local service pursuant to these tariffs.
- **6.6.2** At the time the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in order to properly update the database for E-911.
- **6.6.3** The Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point (PSAP). The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 6.6.4 The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310. The Company will observe and adhere to the Commission's emergency telephone service rules in 4 CSR 240-34.

6.7 Number Intercept Treatment

Upon changing a customer's telephone number, YMax will make known to the customer that YMax will intercept all calls to a customer's former telephone number and give out the new number, at no charge to the customer, provided the customer desires this service. The service will be provided for a minimum of 30 days.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



P.S.C. MO. Tariff No. 1 Section 7 Original Page 1

SECTION 7 — ACCESS SERVICES

7.1 General

Rates and regulations for the Access Services offered by the Company may be found in P.S.C. MO. Tariff No. 2 for YMax Communications Corp.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



SECTION 8 – SPECIAL ARRANGEMENTS

8.1 Special Construction

8.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in Company tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

8.1.2 Basis for Cost Computation

The costs referred to in 10.1.1 preceding may include one or more of the following items to the extent they are applicable:

- **A.** Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1. equipment and materials provided or used;
 - 2. engineering, labor, and supervision;
 - **3.** transportation; and
 - 4. rights of way and/or any required easements.
- **B.** Cost of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President 223 Sunset Avenue, Suite 223

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SECTION 8 – SPECIAL ARRANGEMENTS, (CONT'D.)

8.1 Special Construction, (Cont'd.)

8.1.2 Basis for Cost Computation, (Cont'd.)

- **D.** Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- **E.** License preparation, processing, and related fees.
- **F.** Tariff preparation, processing and related fees.
- **G.** Any other identifiable costs related to the facilities provided; or
- **H.** An amount for return and contingencies.

8.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

A. The period on which the termination liability is based is the estimated service life of the facilities provided.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



SECTION 8 – SPECIAL ARRANGEMENTS, (CONT'D.)

8.1 Special Construction, (Cont'd.)

8.1.3 Termination Liability, (Cont'd.)

- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - .1 Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - equipment and materials provided or used; (a.)
 - (b.) engineering, labor, and supervision;
 - (c.) transportation; and
 - (d.) rights of way and/or any required easements;
 - .2 license preparation, processing, and related fees;
 - .3 tariff preparation, processing and related fees;
 - cost of removal and restoration, where appropriate; and .4
 - .5 any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 8.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 10.1.3.B preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President

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Service Commission

SECTION 8 – SPECIAL ARRANGEMENTS, (CONT'D.)

8.2 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



SECTION 9 – PROMOTIONS

9.1 General

YMax will provide tariff notification to the Commission no less than seven (7) days prior to the beginning of each promotion identifying the promotion, the exchange(s) within which the promotion will be offered, and the start and end dates of the promotion. YMax will offer all promotions in a non-discriminatory manner.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



SECTION 10 - CUSTOMER INFORMATION BULLETIN

10.1 At the time of sale when the residential customer signs up for service, the Company provides each Customer with a Customer Information Bulletin which contains an itemized account of the charges for the equipment and service for which the customer has contracted and other information. This shall be hand delivered to the Customer, the form of which will be as follows:

IMPORTANT CUSTOMER INFORMATION FOR YOUR REVIEW

Rights and Responsibilities of Missouri Residential Telephone Customers

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

Your Telephone Bill

You'll receive a telephone bill from us each month. YMax provides basic local exchange services. The Company may require a deposit or advance payment for service. Payment in full is due within 30 days of the date of the bill. If we do not receive your payment within thirty (30) days your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

Payment Arrangements

Payment must be sent to YMax Communications Corp. and may be made in the form of a Money Order, personal check or Certified Check. If you are temporarily having difficulty paying your telephone bill, please call YMax Communications Corp. at (888) 230-0060, 24 hours a day, 7 days a week. By doing this, you may avoid having your telephone service suspended or disconnected. Your service shall not be discontinued unless written notice by first-class mail is sent to you at least ten (10) days prior to the date of the proposed discontinuance.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



SECTION 10 - CUSTOMER INFORMATION BULLETIN, (CONT'D.)

Disconnection or Suspension of Telephone Service

Your telephone service is subject to suspension and disconnection for any of the reasons listed below. If you do not resolve the reason for suspension or disconnection, your service will first be suspended. If service is suspended, your telephone number is reserved for five days and you will not be charged installation charges again.

Your service may be suspended or disconnected for any of the following reasons:

- 1. Nonpayment of an undisputed delinquent account.
- 2. Failure to post a required deposit or guarantee.
- 3. Unauthorized use of telephone utility equipment in a manner that creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- 4. Failure to comply with the terms of a settlement agreement.
- 5. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- 6. Misrepresentation of the identity in obtaining telephone utility service.
- 7. As provided by federal and state law.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President



SECTION 10 - CUSTOMER INFORMATION BULLETIN, (CONT'D.)

Reconnection of Service

After local telephone service has been disconnected, YMax Communications Corp. will restore your service when the reason for disconnection has been remedied. Before restoring your service, the following will be required:

- 1. Payment for all undisputed amounts must be received by YMax Communications Corp. or its authorized Agent.
- 2. Installation charges must be paid again if your service has been disconnected. Installation charges will not be charged if your service has been suspended.

Procedures for Handling Billing Questions, other Inquiries and Complaints

Questions about your bill and other telephone inquiries may be made directly by calling YMax Communications Corp. twenty-four (24) hours a day, seven (7) days a week by dialing 1-888-230-0060. Written inquiries may be directed by fax to: (561) 832-8377. Written inquiries may also be directed to:

YMax Communications Corp. 223 Sunset Avenue, Suite 223 Palm Beach, FL 33480

Filing a Complaint with the Missouri Public Service Commission

If YMax Communications Corp. cannot resolve your complaint, you may call the Missouri Public Service Commission, located at Governor's Office Building, 200 Madison Street, P.O. Box 360, Jefferson City, Missouri 65101, or by calling the Missouri Public Service Commission at 800-392-4211 to file an informal complaint.

You may contact the Missouri Office of the Public Counsel, representing the public before the Public Service Commission The Missouri Office of the Public Counsel has an office at the Governor's Office Building, 200 Madison Street, Suite 600, Jefferson City, Missouri 65101. The Public Counsel's telephone number is (573) 751-4857.

Issued: September 7, 2006 Effective: October 22, 2006

Issued by: Daniel Borislow, CEO and President

