

TELECOMMUNICATIONS TARIFF

OF

Tele Circuit Network Corp.

620 Crossbridge Alley
Alpharetta, GA 30022

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Tele Circuit Network Corp. This tariff is on file with the Missouri Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 620 Crossbridge Alley, Alpharetta, GA.

Tele Circuit Network Corp. is a provider of interexchange telecommunications services on a 24-hour basis. Service is provided for the direct transmission and reception of voice and data communications between points within the State of Missouri as an adjunct to Tele Circuit Network Corp.'s interstate service. Tele Circuit Network Corp. is classified as a competitive telecommunications company.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a customer's bill.
- (M) To signify that material has been **moved from** another tariff location.
- (N) To signify a **new** rate, regulation condition or sheet.
- (R) To signify a change resulting in a **reduction** to a customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect.
- C. **Paragraph Numbering Sequence** - There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.1.

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APPLICATION OF TARIFF

This tariff contains the rates applicable to the provision of specialized intrastate resale common carrier telecommunications services by Tele Circuit between various locations within the State Of Missouri. All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

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MISSOURI TELECOMMUNICATIONS TARIFF

Tele Circuit Network Corp. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived pursuant to Sections 392.361 and 392.420 RSMo:

Statutes

§ 392.210.2	-	Uniform system of accounts
§ 392.240(1)	-	Rates - Average return on investment.
§ 392.270	-	Property valuation.
§ 392.280	-	Depreciation accounts.
§ 392.290	-	Issuance of stocks and bonds.
§ 392.300.2	-	Acquisition of stock
§ 392.310	-	Issuance of stock.
§ 392.320	-	Stock dividends.
§ 392.330	-	Issuance of securities, debts and notes.
§ 392.340	-	Reorganizations

Regulations

4 CSR 240-3.545(2)(C)	-	Rate schedules should be posted at central office
4 CSR 240-10.020	-	Depreciation of fund income.
4 CSR 240-30.040	-	Uniform System of Accounts
4 CSR 240-33.030	-	Minimum charges

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SECTION 1 - GENERAL TERMS AND CONDITIONS

1.1 Undertaking of Tele Circuit Network Corp.

Tele Circuit provides international, interstate and intrastate telecommunications services between points within the United States and between the United States and foreign locations. The Company's services and facilities are furnished to Customers for communications originating within the United States under the terms in this Guide.

The Company currently is a non-facility based resale inter-exchange carrier that provides its services over the networks of other facilities-based carriers from whom the Company purchases transport services. It resells access, switching, transport and termination services provided by inter-exchange carriers to customers for their direct transition and reception of voice, data, and other types of communications. The Company operates the communications services provided hereunder in accordance with the terms and conditions set forth under this tariff guide.

The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company service

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

1.2 Customer Responsibility

ALL CUSTOMERS ASSUME GENERAL RESPONSIBILITIES IN CONNECTION WITH THE PROVISION AND USE OF THE COMPANY'S SERVICE. ALL CUSTOMERS ARE REQUIRED TO REVIEW THE TELE CIRCUIT LEGAL TERMS AND CONDITIONS OF LONG DISTANCE SERVICE. USE THIS GUIDE FOR A COMPLETE DESCRIPTION OF THE TERMS AND CONDITIONS OF TELE CIRCUIT'S SERVICES.

1.3 Limitations

1.3.1 Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Company reserves right not to provide service to or from a location where the necessary facilities or equipment are not available.

1.3.2 The Company does not undertake to transmit messages, but offers the use of Carrier facilities when available, and the Company will not be liable for errors in transmission or for failure to establish connections.

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1.3.3 Company reserves the right to discontinue service, limit service, or to impose requirements on the Customer when required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service. The Company will determine the exercise of these rights by reasonable judgment.

1.4 Assignment or Transfer

All services provided in this Guide are directly or indirectly controlled by Tele Circuit, and neither the Customer nor the Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Guide shall apply to all such permitted assignees or transferees, as well as all conditions of service.

1.5 Use of Services

1.5.1 Services provided under this tariff may be used only for the transmission of communications by customers in a manner consistent with the terms of this tariff and regulations of the Federal Communications Commission.

1.5.2 Services provided in this tariff shall not be used for unlawful purposes or for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

1.5.3 The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

1.6 Use of Recording Devices

1.6.1 A Customer or Authorized Users may use recording devices when using our service, but you do so at your own risk.

1.6.2 A Customer or Authorized Users may use a recording device only if such use complies with the following requirements.

1.6.3 A Customer or Authorized Users must be able to connect or disconnect the recording device, or turn the recording device on or off, at will.

1.6.4 A Customer or Authorized Users may record a conversation if you or your Authorized User obtains a written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

1.6.5 A Customer or Authorized Users must provide a distinctive recorder tone that must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

These requirements will not apply if you are a radio or television broadcast licensee that uses a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

1.7 Liabilities

1.7.1 The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or any other person including any traffic aggregator, for damages associated in any way with the installation, provision, termination, maintenance, repair, restoration or use of services governed by this tariff, including any and all equipment and facilities incidental to or associated with such services, the Company's liability, if any, shall not exceed an amount equal to the charge applicable under this tariff for the period during which services were affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under other provisions of this tariff, if any, as a credit allowance. The Company shall not be liable for any direct, indirect, consequential, special, actual or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause

1.7.2 The Company shall be indemnified and held harmless by the customer against:

1.7.2.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over company's facilities.

1.7.2.2 Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer.

1.7.2.3 All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

1.7.3 The Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

1.7.4 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

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- 1.7.5** The Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other actions or liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence.
- 1.7.6** The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of God, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 1.7.7** The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Ohio law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claims or demands.
- 1.7.8** The Company shall not be liable for any damages, including usage charges, which the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and
- 1.7.9** The placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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1.8 Payment for Service

- 1.8.1** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Tele Circuit. This includes payment for calls or services originated at the Customer's number(s) or incurred at the specific request of the Customer.
- 1.8.2** All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Any objections to billed charges must be reported to the Company or its billing agent within thirty (30) days after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 1.8.3** In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a late fee on the unpaid charges.

1.9 Interruption of Service

- 1.9.1** Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 1.9.2** No credit allowances will be allowed for an interruption of services for continuous duration of less than two hours.
- 1.9.3** The customer shall be credited for an interruption of two hours or more at the rate of 1/160th for each hour over two (2) such hours of interruption up to a maximum of 6/160th multiplied by the average monthly usage bill of the Customer. If service is activated for less than one (1) month, the monthly usage amount shall be determined by extending the actual usage for the days of service to thirty (30) days.

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1.10 Cancellation by Customer

1.10.1 Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. 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.

1.10.2 Any non-recoverable cost of Company expenditures shall be borne by the customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the customer by Company and not fully reimbursed by installation and monthly charges; and
- C. Based on an order for service and construction has either begun or has been completed, but no service provided.

1.11 Discontinuance by Company

The Company may refuse or discontinue service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be discontinued or refused for the following conditions (**Note: customer will be given written notice at fifteen (15) days prior to discontinuance, followed by a second written notice five (5) days prior to discontinuance of service. Notices will be sent via First Class U.S. Mail:**

- 1.11.1** For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 1.11.2** For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations.
- 1.11.3** For non-payment of bills for telephone service 30 days after bill rendering.
- 1.11.4** Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 1.11.5** Without notice in the event of tampering with the equipment furnished and owned by the Company.

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1.11.6 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

1.11.7 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

1.11.8 Authorization Codes are issued only by the Company to its Customers and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or Authorization Codes will result in the immediate termination of the service without notice. The Company may block access to overseas points when fraudulent or unlawful use is substantial.

1.12 Interconnection with Other Carriers

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

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

1.13 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2 – SERVICE DESCRIPTION AND RATES

Tele Circuit provides direct dialed outbound, inbound, and calling card for communications originating and terminating within the state. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Tele Circuit complies with Commission Billing and Termination Rules. Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of the Company's services and network.

2.1 Timing of Calls

2.1.1 The customer's long distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when called party answers and terminated when either party hangs up.

2.1.2 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is sixty (60) seconds with sixty (60) second billing increments thereafter.

2.1.3 Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.

2.1.4 There is no billing for incomplete calls.

2.2 Outbound Services

Outbound Service is the direct dialing of a destination telephone number from the Customer's telephone lines automatically pre-subscribed to the Company. Calls are billed in one (1) second increments after an initial period, for billing purposes, of six (6) seconds.

2.2.1 One Plus Service

One Plus Service enables a caller to complete calls throughout the United States. The customer may access the service by dialing 1, plus the Numbering Plan Area (NPA) code and telephone number (Central Office (CO) code and station line).

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2.2.2 Rate Plan A

Plan A is available to both commercial and residential Customers for One Plus Service calling from lines pre-subscribed to the Company. Rates are neither mileage nor time-of-day sensitive.

	Inter-LATA	Intra-LATA
Rate Per Minute:	\$ 0.10	\$ 0.15
Monthly Service Charge:	\$ 4.95	
One time Account Setup Fee:	\$ 4.95	

2.2.2 International Service

International Service enables a caller to complete calls between points in the United States and international locations as specified herein. The customer may access the service by dialing 011 (except Canada and certain Caribbean locations) plus the country code and number.

2.3 Inbound Services

Toll Free Service is an inbound telecommunications service, which permits calls to be completed to the Customer's location without charge to the calling party.

2.3.1 Residential Toll Free Service

Access to the service is gained by dialing a ten-digit toll-free number and PIN, which terminates at the Customer's location. This service permits the Customer to receive incoming calls from all locations within the state. Toll Free Services originate via normal shared use facilities and are terminated via the Customer's local exchange service line. Utilization of the PIN number results in the call being routed to a specific termination point.

2.3.2 Commercial Toll Free Service

Access to the service is gained by dialing a ten-digit toll-free number, which terminates at the Customer's location. This service permits the Customer to receive incoming calls from all locations within the state. Toll Free Services originate via normal shared use facilities and are terminated via the Customer's local exchange service line.

2.3.3 Rate Plan B

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Plan B is available to both commercial and residential toll free service. Rates are neither mileage nor time-of-day sensitive.

	Inter-LATA	Intra-LATA
Rate Per Minute:	\$ 0.10	\$ 0.15
Monthly Service Charge:	\$ 4.95	
One time Account Setup Fee:	\$ 4.95	

2.4 Calling Card Service

Calling Card Service is available to Customers subscribing to any one of the Company's Outbound Services; Calling Card Service is designed for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments after an initial period for billing purposes of sixty (60) seconds.

Per Minute Rate: \$ 0.39

Per Call Charge: \$ 1.49

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SECTION 3 - PROMOTIONS

3.1 Demonstration of Service*

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

3.2 Promotions – General*

From time to time, the Company may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

***Note:**

All promotional service offerings will be filed with the M.D.T.E for tariff approval. Promotions are not open ended and have an ending date within one year.

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SECTION 4 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line

An arrangement that connects the customer's location to an inter-exchange switching center.

Account Code

A numerical code, one or more of which are available to a customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Authorized User

A person, firm, corporation or other entity that is authorized by a Customer to be connected to Customer's service under the terms and conditions of this tariff

Authorization Code

A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to Company's system to identify the caller and validate the caller's authorization to use the services provided

Called Station:

The terminating point of a call (i.e., the called number).

Calling Station

The originating point of a call (i.e., the calling number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer, which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission:

Missouri Public Service Commission.

Company:

Whenever used in this tariff, "Company" refers to Tele Circuit Network Corp.

Customer:

The person, firm, corporation or other entity, which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

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Disconnect or Disconnection:

The termination of a circuit connection between the Originating Station and the Called Station or the Company's operator.

Dispute

Failure to pay an invoice or contesting an invoice for any reason associated with the ordering, pricing, installation, provisioning, maintenance, repair, interruption, restoration, or termination of any service or facility offered under this tariff.

Equal Access

Local access connections permitting 1 + dialing.

Incomplete Call

Any call where return answer supervision via hardware, software or voice recognition is established and either voice, data or fax transmission takes place (i.e., busy, no answer, etc.).

LATA - (Local Access and Transport Area)

A geographic area established as required by the Modification of Final Judgment entered in United States v. Western Electric Co., Inc. 552 F. Supp. 131 (D.D.C 1982), within which a local exchange company provides communication service.

Local Exchange Company

A telephone company utility which provides local telecommunications services to a specific geographic area for business and residential customers.

Minimum Period

The minimum period of time for which charges are incurred or to which billing time is rounded

Measured Service:

The provision of long distance measured time communications telephone service to customers who access the Company's service at its contracted interexchange carriers' switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). Company contacted interexchange carrier is responsible for arranging the access lines.

Point of Presence

The point of physical interconnection between the local exchange company's local network and the interexchange carrier's network ("POP").

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Effective Date: May 3, 2004

Issued By: Sobia A. Khan, President
620 Crossbridge Alley
Alpharetta, GA, 30022

CANCELLED
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Service Commission

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MO PSC

Postpaid Service

Presubscribed service where subscribers are billed for and remit payment subsequent to the provision of service.

Pay Telephone

A telephone instrument equipped with devices that permit the instrument to access the Company's services and that is authorized to provide such services and conforms with state and federal regulations governing such equipment

Rounding

When a call's duration does not end on the nearest six, thirty, or sixty second increment, the call's duration is rounded to the next whole six, thirty, or sixty second increment as applicable

Switched Access

The method for accessing the Carrier's network by using the local exchange telephone switched network.

V & H Coordinates:

Geographic Points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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