#### SCHEDULE OF

# GENERAL REGULATIONS, SERVICES, RATES AND CHARGES FOR LOCAL EXCHANGE SERVICES PROVIDED BY:

VCI Company 3875 Steilacoom Blvd. S.W. #A Lakewood, Washington 98499 Vilaire@comcast.net

IN THE STATE OF MISSOURI

This Tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications Services provided by VCI Company ("Company") with principal offices at 3875 Steilacoom Boulevard S.W. #A, Lakewood, Washington 98499, to residential Customers within the State of Missouri. This Tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal offices.

Issued: May 25, 2006

Issued By:

Stan Efferding Secretary/Treasurer 3875 Steilacoom Blvd. S.W. #A Lakewood, Washington 98499 (800) 923-8375

Filed

Missouri Public
Service Commission

## LIST OF WAIVED STATUTES AND REGULATIONS

The Missouri Public Service Commission in its order in the case of *In the Matter of the Application of VCI Company for Certificate of Service Authority to Provide Basic Local Exchange Service throughout the State of Missouri and to Classify the Company as Competitive, Case No. CA-2006-0323, waived the following statutes and regulations:* 

#### **STATUTES**

-	uniform system of accounts
-	regulation of rates
-	valuation of property (ratemaking)
-	depreciation accounts
-	issuance of securities
-	acquisition of stock
-	stock and debt issuance
-	stock dividend payment
-	issuance of securities; debts and notes
-	reorganizations
	- - - - - - -

## **COMMISSION RULES**

4 CSR 240-3.550(5) (C)	-	filing of exchange boundary maps
4 CSR 240-10.020	-	depreciation fund income
4 CSR 240-30.040	-	uniform system of accounts

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#### APPLICATION OF TARIFF

VCI Company (hereinafter "Company") has been authorized by the Missouri Public Service Commission ("Commission") to provide competitive local exchange Services in the areas wherein ATT Missouri, Sprint Missouri, Inc. d/b/a Spring, Century Tel of Missouri, LLC, and Spectra Communications Group, LLC d/b/a CenturyTel are the ILECs.

This Tariff sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of local exchange Services to residential Customers within the Company's authorized service area. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Commission.

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

The following symbols shall be used as set out below to describe specific changes made to the original Tariff.

- C Indicates a changed listing, rule, or condition, which may affect rates or charges.
- D Indicates discontinued material, including a listing, rate, rule or condition
- I indicate an increase.
- M Indicates that the material has been relocated to another part of tariff with no change in text, rate, rule or condition.
- N Indicates new material including listing, rate, rule or condition.
- R Indicates a reduction.
- T Indicates a change in wording of text, but not a change in rate, rule or condition.

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## 1.0 - DEFINITIONS

The following words and terms when used in this Tariff shall have the meaning set out by this section.

Advance Payment: A payment required before the start of service. An advanced payment may consist of any required construction cost, all appropriate Non-Recurring charges, and an estimate of the first month's Recurring charges. Advance Payments will be applied to the first bill rendered by Company following implementation of services.

<u>Authorized User:</u> A person, firm or corporation that is authorized by the Company to be connected to the service of the Customer or joint user.

Commission: Missouri Public Service Commission.

Company or Name of Company: VCI Company.

<u>Customer</u> or <u>Subscriber</u>: The person, firm or corporation that orders service and is responsible for the payment of charges for that service and for compliance with the Company's regulations related to that service.

<u>Deposit</u>: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

<u>Discontinuance of Service</u>: Refers to cessation of service not requested by a Customer.

<u>Expiration of Service</u>: the inability to make outgoing calls or to receive incoming calls as a result of failure to make prepayment for Prepaid Local Exchange Service by the Service Renewal Payment Date.

ILEC: Incumbent local exchange carrier.

<u>Local Exchange Service</u>: Service provided by the Company within the Customer's local calling area.

<u>Letter of Authorization</u>: A document signed by the Customer authorizing the Company to provide Services under the terms, conditions and rates set forth in this Tariff.

<u>Nonpublished Service</u>: A directory listing service wherein-a Customer is not listed in the published directory or in the directory assistance database.

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## 1.0 – <u>DEFINITIONS</u> (CONT'D)

Non-Recurring Charge: The initial charge, usually assessed on a one-time basis, to initiate and establish service and other one time fees such as reconnection, late payment and NSF check charges as may be set forth in this Tariff.

<u>Prepaid Local Exchange Service</u>: Local exchange service requirement payment in advance before Service is provided.

<u>Prompt Payment Discount</u>: A discount provided to Customers who renew prepaid services within fifteen days of the date of Service Renewal Notification.

<u>Recurring Charges:</u> The charges to a Customer for services, facilities and equipment, which recur monthly for the agreed upon duration of the service.

<u>Residential Service</u>: Telephone Service provided to Customers when the actual or obvious use is for domestic purposes.

<u>Service(s)</u>: The local exchange telecommunications services offered by VCI Company pursuant to the terms, conditions, rates and charges in this Tariff.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless the Customer refuses to accept service because it does not conform to the standards set forth in the Service Order or in this Tariff, in which case the Service Commencement Date is the date on which the Customer accepts service. The Company and the Customer may agree on a substitute Service Commencement Date.

<u>Service Renewal Notification</u>: Monthly notification to the Customer by the Company that the Customer's payment for the next month's Prepaid Local Exchange Service is due by the Service Renewal Payment Date to avoid Expiration of Service.

<u>Service Renewal Payment Date</u>: The date, based on the Customer's initial date of Service activation, by which prepayment for Prepaid Local Exchange Service is due.

<u>Termination of Service</u>: Refers to cessation of service requested by a Customer.

<u>Third Party Verification</u>: A means by which the Customer orders Service through the Company in which a qualified independent third-party verifies the Customer's subscription to the Company's services over the telephone pursuant to 47 CFR 64.1120(c)(3).

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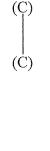
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### 1.0 – DEFINITIONS (CONT'D)

<u>Non-Recurring Charge</u>: The initial charge, usually assessed on a one-time basis, to initiate and establish service and other one time fees such as reconnection, late payment and NSF check charges as may be set forth in this Tariff.

<u>Recurring Charges:</u> The charges to a Customer for services, facilities and equipment, which recur monthly for the agreed upon duration of the service.

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#### 2.0 - REGULATIONS

# 2.1 <u>Undertaking of the Company</u>

## 2.1.1 Scope

- 2.1.1.1 The Company undertakes to furnish local exchange communications Service pursuant to the terms of this Tariff.
- 2.1.1.2 There are no restrictions on sharing of the Company's Services. However, the Customer remains liable for all obligations under this Tariff even if such sharing arrangements exist regardless of the Company's knowledge of these arrangements. If Service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.
- 2.1.1.3 The Services the Company offers shall not be used for any unlawful purposes or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.1.1.4 Company Services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with the terms and conditions of any tariffs or price lists of such other communications carriers.
- 2. 1.1.5 The Services of the Company are furnished for the transmission of voice communications. Service is available twenty-four hours a day, seven days a week.

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### 2.2 Shortage of Equipment or Facilities

The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all facilities necessary to provide the Service. Services may be provided using resale and/or leased Services of one or more ILECs.

#### 2.3 Selection of Transmission

The Company selects and/or arranges for the channels and/or Service components and underlying network facilities used to provide Service. The Company may modify or change the channels, Service components and underlying Company facilities or the underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this Tariff.

## 2.4 Notification of Service-Affecting Activities

The Company will provide the Customer with reasonable notification of Service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned Service-affecting conditions, such as an outage resulting from cable damage.

#### 2.5 Provision of Equipment and Facilities

2.5.1 The Company shall make a reasonable effort to provide Service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff.

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## 2.0 – REGULATIONS (CONT'D)

- 2.6 Terms and Conditions
- 2.6.1 Except as provided in Section 3.4.1.2 of this Tariff, Service is provided on a minimum term basis of at least one month, using 24-hours per day for each day of the month. For purposes of this Tariff, a month is considered to have thirty days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein.
- 2.6.2 This Tariff shall be interpreted and governed by the laws of the State of Missouri and the Rules issued by the Missouri Public Service Commission.
- 2.7 Liability
- 2.7.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.7.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control; including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.7.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the Services the Company offers.

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- 2.6 Terms and Conditions
- 2.6.1 Service is provided on a minimum term basis of at least one month, using 24-hours per day for each day of the month. For purposes of this Tariff, a month is considered to have thirty days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein.
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- 2.7.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control; including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.7.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the Services the Company offers.

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- 2.7 Liability (Cont'd)
- 2.7.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.7.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or 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 any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.7.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.7.7 The Company is not liable for any claims for loss or damages involving:
  - 2.7.7.1 Breach in the privacy or security of communications transmitted over the Company's facilities;
  - 2.7.7.2 Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
  - 2.7.7.3 Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
  - 2.7.7.4 Any act or omission in connection with the provision of 911, E911 or similar Services; or
  - 2.7.7.5 Any non-completion of calls due to network busy conditions.

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- 2.7 Liability (Cont'd)
- 2.7.8 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of Services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
  - 2.7.8.1 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.
  - 2.7.8.2 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted, by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.

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- 2.7 Liability (Cont'd)
- 2.7.8 Cont'd:
  - 2.7.8.3 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non pre-emptability as may be provided by the other entities.
  - 2.7.8.4 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.7.9 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- 2.7.10 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific Services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one (1) year after the Service is rendered.
- 2.7.11 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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- 2.7 Liability (Cont'd)
- 2.7.12 With respect to Emergency Number 911 Service:
  - 2.7.12.1 This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this Service.
  - 2.7.12.2 Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
  - 2.7.12.3 When a Customer with a Nonpublished telephone number, as defined herein, places a call to the emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 Service upon request of such governmental authority. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information as described above.

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## 2.7 Liability (Cont'd)

## 2.7.13 Directory Errors

In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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2.8 [Reserved for Future Use]

\*\*\*(M) Material formerly located here was moved to Sheet Nos. 32.6 and 32.7\*\*\*

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### 2.8 Customer Rights and Responsibilities

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

### 2.8.1 Your Telephone Bill

You will receive a telephone bill from us each month. Company provides basic local exchange service and custom calling features. Company does not require a Deposit or Advance Payment for Service. Payment in full is due within (21) days of the date of the bill. If we do not receive your payment within 21 days, your service is subject to Discontinuance. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

## 2.8.2 Payment Arrangements

Payment must be sent to Company by mail or made at one of our payment agent locations. Payment for service may be made by credit card or check, or may be paid in cash at an authorized payment agent location. If you are temporarily having difficulty paying your telephone bill, please call the Company's Customer Service Department immediately at (800) 923-8375. By doing this, you may avoid having your phone service Discontinued.

#### 2.8.3. Discontinuance of Telephone Service

Your telephone Service is subject to Discontinuance for any of the reasons listed below. If service is Discontinued, a new telephone number will be assigned and you will be required to pay the amount of the unpaid bill and a reconnection fee before Service is reconnected.

- 2.8.3.1 Nonpayment of an undisputed delinquent account.
- 2.8.3.2 Unauthorized used of telephone utility equipment in manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.

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- 2.8 Customer Rights and Responsibilities (Cont'd)
- 2.8.3. Discontinuance of Telephone Service (Cont'd)
  - 2.8.3.3 Failure to comply with the terms of a settlement agreement.
  - 2.8.3.4 Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
  - 2.8.3.5 Misrepresentation of the identity in obtaining telephone utility service.
  - 2.8.3.6 As provided by federal and state law.

#### 2.8.4 Reconnection of Service

After local telephone service has been Discontinued, Company will restore your service when the reason for the disconnection has been remedied. Before restoring your service, the following will be required:

- 2.8.4.1 Payment for all undisputed amounts must be received by Company or its authorized payment agent; and
- 2.8.4.2 Payment of a reconnection fee.
- 2.8.5 Procedure for Handling Inquiries and Complaints

Telephone inquires may be directed to the Company at (800) 923-8375. Written inquiries may be directed to the Company at P.O. Box 98907, Lakewood, Washington 98498.

2.8.6 Filing a Complaint with the Missouri Public Service Commission

If the Company cannot resolve your complaint, you may contact the Missouri Public Service Commission, located at Governor's Office Building, 200 Madison Street, P.O. Box 360, Jefferson City, Missouri 65101. If the Company cannot resolve your Complaint, you may call 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, Jefferson City, Missouri 65101. The Public Counsel's telephone number is (573) 751-4857.

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2.9. Customer Responsibilities (C)

Customer responsibilities include, but are not limited to the following:

- 2.9.1 the payment of all applicable charges pursuant to this Tariff;
- 2.9.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.9.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.9.4 obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide communication services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.12.1.3. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 2.9.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

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2.9. Additional Customer Responsibilities

In addition to the rights and responsibilities listed in Section 2.8 of this Tariff, specific Customer responsibilities include, but are not limited to the following:

- 2.9.1 the payment of all applicable charges pursuant to this Tariff;
- 2.9.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.9.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.9.4 obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide communication services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.12.1.3. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 2.9.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

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- 2.9. Customer Responsibilities (C)(Cont'd)
- 2.9.6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon Termination of service as stated herein, removing the facilities or equipment of the Company;
- 2.9.7 not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- 2.9.8 making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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- 2.9. Additional Customer Responsibilities (Cont'd)
- 2.9.6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon Termination of service as stated herein, removing the facilities or equipment of the Company;
- 2.9.7 not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- 2.9.8 making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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#### 2.10 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

#### 2.10.1 Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

- 2.10.1.1 Using service to make calls that might reasonably be expected to frighten, torment, or harass another.
- 2.10.1.2 Using service in such a way that it interferes unreasonably with the use of Company services by others.

#### 2.10.2 Fraudulent Use

The fraudulent use or the intended or attempted fraudulent use of service is prohibited and can result in the Discontinuance of Services as set forth in this Tariff. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the Tariffed charges for the Service including but not limited to:

- 2.10.2.1 rearranging, tampering with, or making connections not authorized by this Tariff to any network components used to furnish service; or
- 2.10.2.2 Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

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# 2.11 Service Ordering

Customers may be required to complete a Letter of Authorization or to participate in Third-Party Verification to confirm the Customer's consent to the Company providing the Customer's local exchange service.

\*\*\*(M) Material formerly located here was moved to Sheet Nos. 32.1 and 32.2\*\*\*

2.12 [Reserved for Future Use] (C)

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### 2.11 Service Ordering

Customers may be required to complete a Letter of Authorization or to participate in Third-Party Verification to confirm the Customer's consent to the Company providing the Customer's local exchange service.

### 2.12 Payments

### 2.12.1 Customer Obligations

- 2.12.1.1 The Customer shall pay outstanding charges in full within twenty-one (21) days from the rendition of the bill. The rendition date of a bill is the date it is mailed, posted electronically or otherwise sent to a Customer. Monthly Recurring charges are invoiced on or about the first of the month. If the charges remain unpaid for twenty-one (21) days from rendition of the bill, such charges are deemed delinquent. The Company will assess a late payment fee against delinquent accounts as set forth in Section 4 of this Tariff.
- 2.12.1.2 The Customer shall pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and Authorized Users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.
- 2.12.1.3 Payments should be mailed to the Company's business office, P.O. Box 98907, Lakewood, WA 98498. Billing inquiries should be directed to the Company's Customer services department at 800-923-8375.
- 2.12.1.4 If a Customer's payment is denied by a bank or other financial institution for non-sufficient funds (NSF), the Customer will be assessed the returned payment charge set forth in Section 4 of this Tariff.

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2.12 [Reserved for Future Use] (C)

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- 2.12 Payments (Cont'd)
- 2.12.2 Billing Content and Format

The content and format of the Company's bills will be in compliance with all applicable provisions of 4 CSR 240-33.040(8) and 4 CSR 240-33.045.

- 2.12.3 Disputed Bills
  - 2.12.3.1 All billing disputes and inquiries should be directed to the Company via telephone at (800) 923-8375 or at P.O. Box 98907, Lakewood, WA 98498.
  - 2.12.3.2 All billing disputes and inquiries will be reviewed and investigated by the Company's Customer service staff, which will attempt to resolve the dispute to the Company's and Customer's satisfaction.
  - 2.12.3.3 In the event a Customer and the Company cannot resolve a billing dispute to their mutual satisfaction, the Customer may contact the Commission for assistance. The address and telephone numbers for the Commission are:

Missouri Public Service Commission Governor Office Building 200 Madison Street PO Box 360 Jefferson City, MO 65102-0360 Toll Free Voice: (800) 392-4211

TDD: (800) 735-2966

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- 2.13 Taxes, Charges and Fees
- 2.13.1 The Customer is responsible for the payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of network services. Company will itemize taxes and surcharges as separate line items on the Customer's bill. All charges other than taxes and franchise fees will be submitted to the Commission for prior approval.
- 2.13.2 Missouri Universal Servi ce Fund
  - 2.13.2.1 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.
  - 2.13.2.2 The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
  - 2.13.2.3 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).
- 2.14 Deposits

The Company does not collect Deposits for local service.

2.15 Advance Payments

The Company collects Advance Payments for Prepaid Local Exchange Service.

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- 2.13 Taxes, Charges and Fees
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  - 2.13.2.2 The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
  - 2.13.2.3 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).
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#### 2.16 Termination of Service

A Customer may Terminate Service at any time by contacting the Company's Customer Service Department at 800-923-8375 or P.O. Box 98907, Lakewood, WA 98498-0907.

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2.17 [Reserved for Future Use] (C)

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#### 2.16 Termination of Service

A Customer may Terminate Service at any time by contacting the Company's Customer Service Department at 800-923-8375 or P.O. Box 98907, Lakewood, WA 98498-0907.

- 2.17 Discontinuance of Service to Residential Customers
- 2.17.1 Permissible Reasons for Discontinuance of Service

Pursuant to 4 CSR 240-33.070, Service may be Discontinued for any of the following reasons upon ten (10) days' prior written notice to the Customer by first-class mail:

- 2.17.1.1 Nonpayment of a delinquent charge;
- 2.17.1.2 Failure to comply with terms of a settlement agreement;
- 2.17.1.3 Refusal after reasonable notice to permit inspection, maintenance;
- 2.17.1.4 Material misrepresentation of identity in obtaining telecommunications; or
- 2.17.1.5 As provided by state or federal law.

Company also will make reasonable efforts to contact the Customer at least 24 hours prior to Discontinuance.

### 2.17.2 Immediate Discontinuance of Service Without Prior Notice

Service may be immediately blocked or Discontinued in the case of:

- 2.17.2.1 Suspected illegal use; or
- 2.17.2.2 Unauthorized use of telecommunications company equipment in a manner that creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- 2.17.2.3 If Service is immediately blocked or Discontinued for these reasons, the Company will provide immediate written notification of such blocking or Discontinuance to the Customer by certified, overnight mail or door hanger.

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- 2.17 Discontinuance of Service to Residential Customers (Cont'd)
- 2.17.3 Discontinuance of Basic Local Exchange Telecommunications Service
  - 2.17.3.1 Basic local telecommunications Service may not be Discontinued for Customer nonpayment of a delinquent charge for other than basic local telecommunications Services. The failure to pay charges not subject to Commission jurisdiction will not constitute cause for a Discontinuance of basic local telecommunication Service. Nonpayment of the Missouri Universal Service Fund (USF) surcharge shall be considered nonpayment of basic local telecommunications Services.
  - 2.17.3.2 Basic local telecommunications Service will not be Discontinued on a day when the offices of the Company are not available to facilitate reconnection of basic local telecommunications Service or on a day immediately preceding such day.
- 2.17.4 Discontinuance Postponement for Medical Necessity

The Company will postpone a Discontinuance for at least twenty-one (21) days if service is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under the care of a physician. Any person who alleges such emergency, if requested, shall provide the Company with reasonable evidence of such necessity.

- 2.17.5 Settlement Agreements
  - 2.17.5.1 When a Customer is unable to pay a charge in full when due, the Company will permit the Customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed to by both parties. A copy of the settlement agreement will be delivered or mailed to the Customer upon request by the Customer.
  - 2.17.5.2 Matters treated by a settlement agreement will not constitute a basis for a Discontinuance as long as the terms of the settlement agreement are followed.

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- 2.17 Discontinuance of Service to Residential Customers (Cont'd)
- 2.17.6 Notice of Discontinuance

A notice of Discontinuance shall contain the following information:

- 2.17.6.1 The name and address and the telephone number of the Customer;
- 2.17.6.2 A statement of the reason for the proposed Discontinuance and the cost for reconnection;
- 2.17.6.3 The date after which service will be Discontinued unless appropriate action is taken;
- 2.17.6.4 How a Customer may avoid the Discontinuance;
- 2.17.6.5 The Customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time;
- 2.17.6.6 The telephone number where the Customer may make an inquiry;
- 2.17.6.7 A statement that this notice will not be effective if the charges involved are part of an unresolved dispute; and
- 2.17.6.8 A statement of the exception for medical emergency as set forth in the Commission's rules and Section 2.17.4 of this Tariff.

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# 2.18 [Reserved for Future Use] (C)

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# 2.19 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this Tariff to any subsidiary, parent, or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company. The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this Tariff to any subsidiary, parent, or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing,

#### 2.20 Promotions

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

# 2.21 Resale of Company's Services

The Company's Services are not available for resale.

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#### 2.18 Reconnection of Service

- 2.18.1 In the event service has been Discontinued for valid cause by the Company, the Company will assess a reconnection fee, as set forth in Section 4 of this Tariff, upon reconnection of service to the Customer.
- 2.18.2 Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.

# 2.19 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this Tariff to any subsidiary, parent, or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company. The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this Tariff to any subsidiary, parent, or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing,

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### 2.21 Resale of Company's Services

The Company's Services are not available for resale.

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### 2.22 Carrier Presubscription

### 2.22.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

2.22.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The Company does not provide either IntraLATA or InterLATA long distance services. Thus, the following options for long distance Presubscription are available:

Option A: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

Option B: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.

Option C: Customer may select two different carriers, neither being the Company, for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option D: Customer may select no presubscribed carrier for intraLATA or interLATA toll calls, which will require the Customer to dial a carrier access code to route all toll calls to the carrier of choice for each call.

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# 2.22 Carrier Presubscription

### 2.22.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed. Customers of record or new Customers may select either Options A, B, C or D, for intraLATA and interLATA Presubscription. Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in Section 4 of this tariff.

### 2.22.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in Section 5 of this tariff. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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#### 3.0 - LOCAL EXCHANGE SERVICES

### 3.1 General

Local Exchange Services provides the Customer with single-party, voice grade access to the public switched telecommunications network ("PSTN") via dual tone multi-frequency signaling ("DTMF") or its functional equivalent. In addition, Local Exchange Service provides the Customer with a unique telephone number address on the PSTN. Local Exchange Service enables the Customer to:

- 3.1.1 Connect with an ILEC's switching network to place or receive calls from other stations on the PSTN in the local calling area;
- 3.1.2 Receive calls from any calling station or telephone number, except for reverse billed toll calls;
- 3.1.3 Access other services offered by the Company as set forth in this Tariff;
- 3.1.4 Access the Company's business offices for service related assistance;
- 3.1.5 Access emergency services by dialing 0- or 9-1-1;
- 3.1.6 Access operator services;
- 3.1.7 Access interexchange services;
- 3.1.8 Access directory assistance; and
- 3.1.9 Access services provided by other common carriers.

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### 3.2 Timing of Calls

Timing of calls begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. The company does not bill for incomplete calls.

#### 3.3 Service Area

Services are provided throughout the State in the same service areas of ILECs with whom Company has Resale and/or Interconnection Agreements in effect. Services are provided subject to technical availability and compatibility with Customer facilities. Services, rates, and contract conditions may not be available in all areas. Company initially will provide service in AT&T-Missouri's service area, in the exchanges set forth in Section 5 of this Tariff. In the future, the Company may expand its service area to that of additional ILECs.

The local calling areas of Customers who reside in AT&T-Missouri exchanges will be the same as that provided by AT&T-Missouri.

\*\*\*(M) Material formerly located here was moved to Sheet Nos. 32.1 and 33\*\*\*

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#### 3.2 Timing of Calls

Timing of calls begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. The company does not bill for incomplete calls.

#### 3.3 Service Area

Services are provided throughout the State in the same service areas of ILECs with whom Company has Resale and/or Interconnection Agreements in effect. Services are provided subject to technical availability and compatibility with Customer facilities. Services, rates, and contract conditions may not be available in all areas. Company initially will provide service in AT&T-Missouri's service area, in the exchanges set forth in Section 5 of this Tariff. In the future, the Company may expand its service area to that of additional ILECs.

The local calling areas of Customers who reside in AT&T-Missouri exchanges will be the same as that provided by AT&T-Missouri.

#### 3.4 Service Descriptions

#### 3.4.1 **Basic Local Service**

Basic local service consists of a standard residence line, which 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. Standard residence lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines.

### 3.4.2 Custom Calling Services

3.4.2.1 Call Forwarding - Variable - a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

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### 3.0 - LOCAL EXCHANGE SERVICES (CONT'D)

3.4 Service Descriptions, Terms and Conditions (C)

#### 3.4.1 Basic Local Service

Basic local service consists of a standard residence line, which 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. Standard residence lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines.

Service is offered to residential customers on a postpaid and prepaid basis under the terms and conditions set forth in detail below.

### 3.4.1.1 Postpaid Local Service

### A. Customer Obligations

- 1. The Customer shall pay outstanding charges in full within twenty-one (21) days from the rendition of the bill. The rendition date of a bill is the date it is mailed, posted electronically or otherwise sent to a Customer. Monthly Recurring charges are invoiced on or about the first of the month. If the charges remain unpaid for twenty-one (21) days from rendition of the bill, such charges are deemed delinquent. The Company will assess a late payment fee against delinquent accounts as set forth in Section 4 of this Tariff.
- 2. The Customer shall pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and Authorized Users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

\*\*\*(M) Material located here was moved from Sheet Nos. 22 and 32\*\*\*

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# 3.0 - LOCAL EXCHANGE SERVICES (CONT'D)

#### Basic Local Service (Cont'd) 3.4.1

# 3.4.1.1 Postpaid Local Service (Cont'd)

# A. Customer Obligations (Cont'd)

- 3. Payments should be mailed to the Company's business office, P.O. Box 98907, Lakewood, WA 98498. Billing inquiries should be directed to the Company's Customer services department at 800-923-8375.
- 4. If a Customer's payment is denied by a bank or other financial institution for non-sufficient funds (NSF), the Customer will be assessed the returned payment charge set forth in Section 4 of this Tariff.

# B. Billing Content and Format

The content and format of the Company's bills will be in compliance with all applicable provisions of 4 CSR 240-33.040(8) and 4 CSR 240-33.045.

### C. Disputed Bills

- 1. All billing disputes and inquiries should be directed to the Company via telephone at (800) 923-8375 or at P.O. Box 98907, Lakewood, WA 98498.
- 2. All billing disputes and inquiries will be reviewed and investigated by the Company's Customer service staff, which will attempt to resolve the dispute to the Company's and Customer's satisfaction.
- 3. In the event a Customer and the Company cannot resolve a billing dispute to their mutual satisfaction, the Customer may contact the Commission for assistance. The address and telephone numbers for the Commission are:

Missouri Public Service Commission Governor Office Building 200 Madison Street PO Box 360 Jefferson City, MO 65102-0360 Toll Free Voice: (800) 392-4211 TDD: (800) 735-2966

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### 3.0 - LOCAL EXCHANGE SERVICES (CONT'D)

### 3.4.1 Basic Local Service (Cont'd)

# 3.4.1.1 Postpaid Local Service (Cont'd)

#### D. Discontinuance of Service to Residential Customers

1. Permissible Reasons for Discontinuance of Service

Pursuant to 4 CSR 240-33.070, Service may be Discontinued for any of the following reasons upon ten (10) days' prior written notice to the Customer by first-class mail:

- a. Nonpayment of a delinquent charge;
- b. Failure to comply with terms of a settlement agreement;
- c. Refusal after reasonable notice to permit inspection, maintenance; replacement of telecommunications company equipment;
- d. Material misrepresentation of identity in obtaining telecommunications or company service; or
- e. As provided by state or federal law.
- 2. The Company also will make reasonable efforts to contact the Customer at least 24 hours prior to Discontinuance.
- E. Immediate Discontinuance of Service Without Prior Notice

Service may be immediately blocked or Discontinued in the case of:

- 1. Suspected illegal use; or
- 2. Unauthorized use of telecommunications company equipment in a manner that creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- 3. If Service is immediately blocked or Discontinued for these reasons, the Company will provide immediate written notification of such blocking or Discontinuance to the Customer by certified, overnight mail or door hanger.

\*\*\*(M) Material located here was moved from Sheet No. 25\*\*\*

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# 3.0 - LOCAL EXCHANGE SERVICES (CONT'D)

#### 3.4.1 Basic Local Service (Cont'd)

### 3.4.1.1 Postpaid Local Service (Cont'd)

# F. Discontinuance of Basic Local Exchange Telecommunications Service

- 1. Basic local telecommunications Service may not be Discontinued for Customer nonpayment of a delinquent charge for other than basic local telecommunications Services. The failure to pay charges not subject to Commission jurisdiction will not constitute cause for a Discontinuance of basic local telecommunication Service. Nonpayment of the Missouri Universal Service Fund (USF) surcharge shall be considered nonpayment of basic local telecommunications Services.
- 2. Basic local telecommunications Service will not be Discontinued on a day when the offices of the Company are not available to facilitate reconnection of basic local telecommunications Service or on a day immediately preceding such day.

### G. Discontinuance Postponement for Medical Necessity

Except as may otherwise be provided in this Tariff, the Company will postpone a Discontinuance for at least twenty-one (21) days if service is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under the care of a physician. Any person who alleges such emergency, if requested, shall provide the Company with reasonable evidence of such necessity.

# H. Settlement Agreements

- 1. When a Customer is unable to pay a charge in full when due, the Company will permit the Customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed to by both parties. A copy of the settlement agreement will be delivered or mailed to the Customer upon request by the Customer.
- 2. Matters treated by a settlement agreement will not constitute a basis for a Discontinuance as long as the terms of the settlement agreement are followed.

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### 3.0 - LOCAL EXCHANGE SERVICES (CONT'D)

### 3.4.1 Basic Local Service (Cont'd)

### 3.4.1.1 Postpaid Local Service (Cont'd)

#### J. Notice of Discontinuance

A notice of Discontinuance shall contain the following information:

- 1. The name and address and the telephone number of the Customer;
- 2. A statement of the reason for the proposed Discontinuance and the cost for reconnection;
- 3. The date after which service will be Discontinued unless appropriate action is taken;
- 4. How a Customer may avoid the Discontinuance;
- 5. The Customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time;
- 6. The telephone number where the Customer may make an inquiry;
- 7. A statement that this notice will not be effective if the charges involved are part of an unresolved dispute; and
- 8. A statement of the exception for medical emergency as set forth in the Commission's rules. (C)

#### K. Reconnection of Service

- 1. In the event service has been Discontinued for valid cause by the Company, the Company will assess a reconnection fee, as set forth in Section 4 of this Tariff, upon reconnection of service to the Customer.
- 2. Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.

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### 3.0 - LOCAL EXCHANGE SERVICES (CONT'D)

### 3.4.1 Basic Local Service (Cont'd)

# 3.4.1.1 Postpaid Local Service (Cont'd)

### L. Customer Rights and Responsibilities

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

### 1. Your Telephone Bill

You will receive a telephone bill from us each month. Company provides basic local exchange service and custom calling features. Company does not require a Deposit or Advance Payment for Service. Payment in full is due within (21) days of the date of the bill. If we do not receive your payment within 21 days, your service is subject to Discontinuance. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

# 2. Payment Arrangements

Payment must be sent to Company by mail or made at one of our payment agent locations. Payment for service may be made by credit card or check, or may be paid in cash at an authorized payment agent location. If you are temporarily having difficulty paying your telephone bill, please call the Company's Customer Service Department immediately at (800) 923-8375. By doing this, you may avoid having your phone service Discontinued.

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# 3.0 - LOCAL EXCHANGE SERVICES (CONT'D)

### 3.4.1 Basic Local Service (Cont'd)

### 3.4.1.1 Postpaid Local Service (Cont'd)

L. Customer Rights and Responsibilities (Cont'd)

### 3. Discontinuance of Telephone Service

Your telephone Service is subject to Discontinuance for any of the reasons listed below. If service is Discontinued, a new telephone number will be assigned and you will be required to pay the amount of the unpaid bill and a reconnection fee before Service is reconnected.

- a. Nonpayment of an undisputed delinquent account.
- b. Unauthorized used of telephone utility equipment in manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- c. Failure to comply with the terms of a settlement agreement.
- d. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- e. Misrepresentation of the identity in obtaining telephone utility service.
- f. As provided by federal and state law.

#### 4. Reconnection of Service

After local telephone service has been Discontinued, Company will restore your service when the reason for the disconnection has been remedied. Before restoring your service, the following will be required:

- 1. Payment for all undisputed amounts must be received by Company or its authorized payment agent; and
- 2. Payment of a reconnection fee.

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# 3.0 - LOCAL EXCHANGE SERVICES (CONT'D)

### 3.4.1 Basic Local Service (Cont'd)

### 3.4.1.1 Postpaid Local Service (Cont'd)

- L. Customer Rights and Responsibilities (Cont'd)
  - 5. Procedure for Handling Inquiries and Complaints

Telephone inquires may be directed to the Company at (800) 923-8375. Written inquiries may be directed to the Company at P.O. Box 98907, Lakewood, Washington 98498.

6. Filing a Complaint with the Missouri Public Service Commission

If the Company cannot resolve your complaint, you may contact the Missouri Public Service Commission, located at Governor's Office Building, 200 Madison Street, P.O. Box 360, Jefferson City, Missouri 65101. If the Company cannot resolve your Complaint, you may call 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, Jefferson City, Missouri 65101. The Public Counsel's telephone number is (573) 751-4857.

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# 3.0 - LOCAL EXCHANGE SERVICES (CONT'D)

### 3.4.1 Basic Local Service (Cont'd)

### 3.4.1.2 Residential Prepaid Local Exchange Service

# A. Service Description

Prepaid Local Exchange Service is provided to Customers for inbound and outbound calling within the Customer's local exchange calling area. Service is offered on a prepaid basis only, for a minimum period of one calendar month, based on the anniversary date of the Customer's Service activation. For example, a Customer whose Prepaid Local Exchange Service is activated on the 8th of the month will have Service through the 7th of the following month ("Service Renewal Payment Date"). Monthly charges must be paid by the Service Renewal Payment Date for Service to continue without Expiration. Thus, Service for accounts not paid by close of business on the Service Renewal Payment Date will expire on the 8th. There are no refunds for partial month's Service. Customers whose Service has expired will be treated as new Customers.

### B. Application of Rates

1. Rates and charges applicable to Prepaid Local Exchange Service include Recurring and Nonrecurring charges. Monthly Recurring charges over the first twelve (12) consecutive months of Service include charges for Prepaid Local Exchange Service and connection or conversion fee prorated over the first twelve (12) months of Service. Monthly Recurring Charges for the second and subsequent years of Service include charges for Prepaid Local Exchange Service. Nonrecurring charges include, but may not be limited to the returned payment charge and Service change charge. Usage charges may include directory assistance, operator Services and other per-use Services.

### 2. Prompt Payment Discount

Customers who make prepayment for the next month's Prepaid Local Exchange Service within fifteen (15) days of the date of the Service Renewal Payment Notification will receive a \$10.00 Prompt Payment Discount off of the monthly recurring charges for Prepaid Local Exchange Service.

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### 3.4.1 Basic Local Service (Cont'd)

3.4.1.2 Residential Prepaid Local Exchange Service (Cont'd)

#### C. Activation of Service

Service is not activated until payment has been received and demonstrated to have cleared the customer's bank account (if made by debit card or by check), been accepted by the Customer's credit card issuer, or has been deemed otherwise collectible by the Company. Prepayment may be made by credit card over the telephone, debit card, check or Moneygram.

# D. Service Renewal Notification Rendition and Payment

- 1. Service is offered on a prepaid basis only, for a minimum period of one calendar month, based on the anniversary date of the Customer's Service activation. For example, a Customer whose Prepaid Local Exchange Service is activated on the 8th of the month will have Service through the 7th of the following month ("Service Renewal Payment Date").
- 2. The Company shall issue the Customer a Service Renewal Notification at least twenty-one days prior to the Customer's Service Renewal Payment Date.
- 3. The Customer shall pay outstanding charges in full by the Service Renewal Payment Date or Service will automatically Expire. Payments may be mailed to the Company's business office, P.O. Box 98907, Lakewood, WA 98496-8907. Customers also may make payment by debit or credit card over the telephone or Moneygram. Billing inquiries should be directed to the Company's Customer services department at 800-923-8375.
- 4. The Customer shall pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and Authorized Users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

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# 3.0 - LOCAL EXCHANGE SERVICES (CONT'D)

### 3.4.1 Basic Local Service (Cont'd)

3.4.1.2 Residential Prepaid Local Exchange Service (Cont'd)

- E. Service Renewal Notification Rendition and Payment (Cont'd)
  - 4. If a Customer's payment is denied by a bank or other financial institution for non-sufficient funds (NSF), the Customer will be assessed the returned payment charge set forth in Section 4 of this Tariff.
- F. Service Renewal Notification Content and Format

The Service Renewal Notification will be in compliance with all applicable provisions of 4 CSR 240-33.040(8) and 4 CSR 240-33.045. In addition, the Service Renewal Notification will contain all applicable provisions of 4 CSR 240-33.070(6) and will notify the Customer that Service automatically will Expire if prepayment for the next month's Service is not timely received.

# G. Disputed Payments

- 1. All payment disputes and inquiries should be directed to the Company via telephone at (800) 923-8375 or at P.O. Box 98907, Lakewood, WA 98498.
- 2. All payment disputes and inquiries will be reviewed and investigated by the Company's Customer service staff, which will attempt to resolve the dispute to the Company's and Customer's satisfaction.
- 3. In the event a Customer and the Company cannot resolve a payment dispute to their mutual satisfaction, the Customer may contact the Commission for assistance. The address and telephone numbers for the Commission are:

Missouri Public Service Commission Governor Office Building 200 Madison Street PO Box 360 Jefferson City, MO 65102-0360 Toll Free Voice: (800) 392-4211 TDD: (800) 735-2966

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# 3.4.1 Basic Local Service (Cont'd)

3.4.1.2 Residential Prepaid Local Exchange Service (Cont'd)

# E. Expiration of Service

1. If prepayment is not received by the Company on or before the Service Renewal Payment Date stated in the Service Renewal Notification, then Service automatically Expires unless postponed for medical necessity or the Customer chooses to make a partial payment of the Service charges for a partial pay processing fee, as stated below. Customers whose Prepaid Local Exchange Service Expires are treated as new Customers.

# a. Postponement for Medical Necessity

The Company will postpone Expiration of Service for at least twenty-one (21) days if service is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under the care of a physician. Any person who alleges such emergency, if requested, shall provide the Company with reasonable evidence of such necessity *prior to the Service Renewal Payment Date*.

### b. Partial Pay Processing

When a Customer is unable to pay a charge in full when due, the Company will permit the Customer make a partial payment toward their Service for a partial payment processing fee as set forth in Section 4 of this Tariff. The balance of the Service charges are to be paid within fifteen (15) days after the Service Renewal Payment Date. If the balance of the Service charges are not paid within the fifteen (15) day period, Service automatically expires.

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### 3.4.1 Basic Local Service (Cont'd)

3.4.1.2 Residential Prepaid Local Exchange Service (Cont'd)

## E. Expiration of Service

### 1., Cont'd

c. failure to pay charges not subject to Commission jurisdiction will not constitute cause for Expiration of basic local telecommunication Service. Nonpayment of the Missouri Universal Service Fund (USF) surcharge shall be considered nonpayment of basic local telecommunications Services.

# F. Changes in Service Requested

Upon receipt of notice from the Customer and prepayment of any related charges, the Company will move Service or change features of specific lines and equipment. In addition to Monthly Recurring Charges for Service, Service changes will incur an additional charge for the move or change requested, as indicated in Section 4 of this Tariff. The Company may require a signed authorization from the Customers for additions to or changes in the Customer's existing Service.

#### G. Customer Cancellation of Service

Customers may cancel Prepaid Local Exchange Service prior to the date the initial service order has been processed by the Underlying Carrier, which is generally within one or two days after the Customer has placed an order for Service. All refunds will consist of the amount of the Customer's prepayment for Service minus the Non-refundable Account Activation Fee set forth in Section 4 of this Tariff. The Customer will not receive a refund if Service is cancelled after the Service order has been processed. There are no refunds for partial month's Service.

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### 3.4.1 Basic Local Service (Cont'd)

(N)

### 3.4.1.2 Residential Prepaid Local Exchange Service (Cont'd)

### G. Customer Cancellation of Service (Cont'd)

Where the Underlying Carrier has processed the order, Customer may cancel Service by requesting cancellation through the Company's Customer Service Department at (800) 923-8375 or failing to make prepayment for the next month's Service.

### H. Refunds for Cancellation of Service

Refunds will be issued thirty (30) days after prepayment has been received by the Company and demonstrated to have cleared the customer's bank account (if made by debit card or by check), been accepted by the Customer's credit card issuer, or has been deemed otherwise collectible by the Company. All refunds will consist of the amount of the Customer's prepayment for Service minus the Non-refundable Account Activation Fee set forth in Section 4 of this Tariff. Customers who have made prepayment by money order may be required to fax or mail proof of purchase before a refund is issued. If prepayment has been made by check, debit card, money order or MoneyGram, the refund will be issued in the form of a Company check. If payment has been made by credit card, the Company will credit the Customer's credit card account.

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Service Commission

### 3.4.1 Basic Local Service (Cont'd)

### 3.4.1.2 Residential Prepaid Local Exchange Service (Cont'd)

### I. Customer Rights and Responsibilities

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

# 1. Prepaid Local Exchange Service

You have ordered local exchange service on a prepaid basis. Service is not activated until prepayment is received by the Company and deemed collectible. Company does not require a Deposit for service. Service is available on a month to month basis, subject to prepayment for the next month's Service by the monthly anniversary date of your Service activation.

#### 2. Cancellation of Service/Refund

To cancel your first month's service and obtain a refund, you must contact the Company before the Company's underlying carrier processes your service order. This generally may be done within 3 days after you have ordered Service. Refunds will be issued within thirty (30) days after your request and once the Company is able to collect your payment. All refunds will consist of the amount of the Customer's prepayment for Service minus the Non-refundable Account Activation Fee of \$7.00. Customers who have made prepayment by money order may be required to fax or mail proof of purchase before a refund is issued. If prepayment has been made by check, debit card, money order or MoneyGram, the refund will be issued in the form of a Company check. If payment has been made by credit card, the Company will credit your credit card account.

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Issued By:

Stan Efferding Secretary/Treasurer 3875 Steilacoom Blvd. S.W. #A Lakewood, Washington 98499 (800) 923-8375

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Effective: January 10, 2008

### 3.4.1 Basic Local Service (Cont'd)

### 3.4.1.2 Residential Prepaid Local Exchange Service (Cont'd)

I. Customer Rights and Responsibilities (Cont'd)

2. Cancellation of Service/Refund (Cont'd)

Once your order has been processed, you may not cancel the first month's service but may cancel subsequent months' service by either contacting the Company at (800) 923-8375 or failing to make prepayment for your next month's service.

3. Service Renewal Notification

Once your service has been activated, the Company will issue you a Service Renewal Notification form informing you that prepayment for the next month's service is due by the Service Renewal Payment Date. The Service Renewal Payment date is at least twenty-one days after the mailing of the Service Renewal Payment Notification. If your payment is not received by the Service Renewal Payment Date, your Service automatically will Expire unless you contact us about making a partial payment, for a partial payment fee of \$5.00, or you have a medical necessity. When paying by mail, be sure to allow enough time for your payment to reach us by the Service Renewal Payment Date. You also may make prepayment by debit or credit card over the telephone or through Moneygram.

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# 3.4.1 Basic Local Service (Cont'd)

### 3.4.1.2 Residential Prepaid Local Exchange Service (Cont'd)

I. Customer Rights and Responsibilities (Cont'd)

### 4. Payment Arrangements

If you are temporarily having difficulty paying your telephone bill, please call the Company's Customer Service Department immediately at (800) 923-8375. Prior to the Service Renewal Payment Date, you have the option of making a partial payment of your Service charges for a Partial Payment Processing Fee of \$5.00. The remainder of the unpaid charges are due within fifteen (15) days or your Service will Expire.

If you or a member of your household is under the care of a physician and your service is necessary to obtain emergency medical assistance, the Company will postpone Expiration of Service for at least twenty-one (21) days. You must provide the Company with reasonable evidence of such necessity *prior to the Service Renewal Payment Date*.

5. Expiration or Discontinuance of Prepaid Local Exchange Service

Your telephone Service automatically will Expire if you fail to make prepayment of an undisputed bill by the Service Renewal Payment Date or fail to comply with payment arrangements in 4 above. In addition, your Service will be Discontinued for the reasons listed below. If your service Expires or is Discontinued, you will be treated as a new customer.

- a. Unauthorized used of telephone utility equipment in manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- b. Failure to comply with the terms of a settlement agreement.
- c. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- d. Misrepresentation of the identity in obtaining telephone utility service.
- e. As provided by federal and state law.

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### 3.4.1 Basic Local Service (Cont'd)

### 3.4.1.2 Residential Prepaid Local Exchange Service (Cont'd)

I. Customer Rights and Responsibilities (Cont'd)

6. Obtaining Service After Expiration

If you wish to again obtain Service with the Company after your Service has Expired, you must contact the Company at its toll free telephone number, (800) 923-8375.

7. Procedure for Handling Inquiries and Complaints

Telephone inquires may be directed to the Company at (800) 923-8375. Written inquiries may be directed to the Company at P.O. Box 98907, Lakewood, Washington 98498.

8. Filing a Complaint with the Missouri Public Service Commission

If the Company cannot resolve your complaint, you may contact the Missouri Public Service Commission, located at Governor's Office Building, 200 Madison Street, P.O. Box 360, Jefferson City, Missouri 65101. If the Company cannot resolve your Complaint, you may call 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, Jefferson City, Missouri 65101. The Public Counsel's telephone number is (573) 751-4857.

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### 3.0 - LOCAL EXCHANGE SERVICES (CONT'D)

- 3.4 Service Descriptions (Cont'd)
- 3.4.2 Custom Calling Services
  - 3.4.2.1 Call Forwarding Variable a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.
  - 3.4.2.2 Call Waiting -provides a tone/signal to a Customer that has a call in progress, that another call has been placed to that Customer's telephone number. The Customer may elect to hold the first call, by use of the switchhook, and answer the second call; as well as alternate between calls by pressing the switchhook. The Customer may elect not to respond to the signal, and continue the original call. In locations where the Company has made it available, Call Waiting may be deactivated prior to making an outgoing call, (or during a call if the Customer has Three-Way Calling).
  - 3.4.2.3 Caller Identification Number This feature enables the Customer to view on a display unit the Calling Party Directory 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.

\*\*\*(M) Material located here was moved from Sheet No. 32\*\*\*

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- 3.4 Service Descriptions (Cont'd)
- 3.4.2 Custom Calling Services (Cont'd)
  - 3.4.2.2 Call Waiting -provides a tone/signal to a Customer that has a call in progress, that another call has been placed to that Customer's telephone number. The Customer may elect to hold the first call, by use of the switchhook, and answer the second call; as well as alternate between calls by pressing the switchhook. The Customer may elect not to respond to the signal, and continue the original call. In locations where the Company has made it available, Call Waiting may be deactivated prior to making an outgoing call, (or during a call if the Customer has Three-Way Calling).
  - 3.4.2.3 Caller Identification Number This feature enables the Customer to view on a display unit the Calling Party Directory 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.

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- 3.4 Service Descriptions (Cont'd)
- 3.4.2 Custom Calling Services (Cont'd)
  - 3.4.2.4 Caller Identification Per-Line Blocking

Per line blocking for 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 Company:

- a) Private, nonprofit, tax exempt, domestic violence intervention agencies,
- b) Federal, state, and local law enforcement agencies.

The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. 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 or 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (\*67 on their touch tone pad or 1167 from a rotary 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 Customer 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.

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- 3.4 Service Descriptions (Cont'd)
- 3.4.2 Custom Calling Services (Cont'd)
  - 3.4.2.4 Caller Identification Per-Line Blocking (Cont'd)

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which 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. 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. 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.

3.4.2.5 Three Way Calling - permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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- 3.4 Service Descriptions (Cont'd)
- 3.4.3 Call Blocking Services to Be Provided Upon Customer Request

Pursuant to 4 CSR 240-33.060(3) and (6), the Company will provide the following call blocking services, free of charge, upon Customer verbal, electronic communications, or written request:

- 3.4.3.1. All direct dialed (i.e. 1+ dialed) 900 numbers
- 3.4.3.2 All calls using a dialing pattern such as 10-10-XXX or 101-XXX.

The Company will notify Customers of their right to request these call blocking services at the time of Service establishment, through a statement on the Customer's first bill, or through a welcome letter. The Company also will notify Customers annually of their rights to these call blocking services by bill insert or statement on Customer bills.

### 3.4.4 Toll Restriction

- 3.4.4.1 Toll Restriction is a central office service that restricts long distance calling. Restricted calls are directed to a central office announcement.
- 3.4.4.2 Toll Restriction is activated when a dialed number is preceded by a one or a zero.
- 3.4.4.3 All calls to operator services are disallowed.
- 3.4.4.4 Toll Restriction is furnished subject to the capability of the central office.
- 3.4.4.5 The Customer indemnifies and saves harmless the Telephone Company from any and all claims, losses and damages caused by this restriction of the Customer's long distance calling.
- 3.4.4.6 Toll Restriction will be provided at no charge to Lifeline Customers.
- 3.4.4.7 Rates and Charges

	Non-Recurring	Monthly
	Charge	Charge
Per line equipped	\$18.00	\$10.00

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### 3.4.5 E911

- 3.4.5.1 Company is obligated to supply the E-911 service provider in its Commission approved Service area with accurate information necessary to update the E-911 database at the time Company submits Customer orders to the ILEC.
- 3.4.5.2 At the time Company provides basic local Service to a Customer by means of Company's own cable pair, or over any other exclusively owned facility:
  - A. Company will be obligated to make the necessary equipment or facility additions in order to accurately and properly update the database for E-911; and
  - B. Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by Company; and
  - C. Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310. Company will observe and adhere to the Commission's emergency telephone service rules in 4 CSR 240-34.

### 3.4.6 Basic Intercept Referral Service

Basic Intercept Referral Service is a service used when a Customer disconnects service or changes telephone numbers. Calls to the intercepted telephone number are referred to an operator or a recorded message. The announcement states that the called number has been disconnected or changed. If the number is available, it is given to the caller. The number may not be available if it is non-published or the Customer has left the area without providing a forwarding number.

The Company will inform the Customer who changes his/her telephone number that Basic Intercept Referral Service is available for a minimum of 30 days at no charge, if the Customer so desires.

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## 3.4.7 Call Trace

Customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by 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:

- The originating telephone number;
- The date and time of the call; and
- 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 activate a Voice Response Script and assist the Customer in establishing an open file. Should the Customer decided to prosecute the call originating party, the Customer should contact the Company for further instructions. Activation of Call Trace never authorizes 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

# 3.4.8 Directory Listings

The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the ILEC, in whose service area the Company provides service, under the conditions imposed by the ILEC.

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# 3.4.9 Directory Assistance Service

## 3.4.9.1 General

- A. The Company furnishes Directory Assistance Service through its underlying carrier whereby customers may request assistance in determining telephone numbers when the listed name is provided.
- B. This Service is furnished according to the ILEC's regulations set forth in its General Exchange Tariff on file with the Commission.
- C. This Service pertains to calls from Customers requesting assistance in determining telephone numbers of customers who are located in the same local calling area.
- C. Upon request, the street address information normally published in the directory will be given out by the Directory Assistance attendant for listed and nonlisted customers. Where facilities permit, Zip Code information also will be provided by the Directory Assistance attendant. Information for nonpublished customers will not be provided.

## 3.4.9.2 Allowances

Residential customers are allowed thirty listing requests per Exchange Access Line per month.

## 3.4.9.3 Rates

See Section 4 of this Tariff

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# 3.4.10 L ine Status Verification and Busy Line Interrupt

# 3.4.10.1 Description

- A. The Company furnishes Line Status Verification and Busy Line Interrupt Service through its underlying carrier to Customers upon request to provide line status or busy interrupt of a requested access line.
- B. This Service is furnished according to the regulations set forth in the ILEC's local exchange tariff on file with the Commission.

### 3.4.10.2 Rates

See Section 4 of this Tariff.

# 3.4.11 L ocal Operator Assistance

## 3.4.11.1 Description

Local Operator Service is furnished through an ILEC –provided operator in accordance with the regulations in the ILEC's Local Exchange Tariff on file with the commission.

## 3.4.11.2 Rates

See Section 4 of this Tariff.

## 3.4.12 Discounted Telephone Service

Company provides resold Lifeline and Link-Up services pursuant to applicable Federal Communications Commission and Commission rules to consumers who participate in state designated eligible programs. Customers who claim Lifeline and Link-Up eligibility will be required to submit a form, signed under penalty of perjury, that the Customer participates in one or more state and/or federally designated eligible programs and may be required to participate in annual verification of continued eligibility for discounted telephone service. Eligible Customers will obtain all applicable state and federal discounts off of local exchange monthly service and connection fees, and may obtain Toll Restriction Service free of charge.

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# 3.4.10 Line Status Verification and Busy Line Interrupt

# 3.4.10.1 Description

- A. The Company furnishes Line Status Verification and Busy Line Interrupt Service through its underlying carrier to Customers upon request to provide line status or busy interrupt of a requested access line.
- B. This Service is furnished according to the regulations set forth in the ILEC's local exchange tariff on file with the Commission.

## 3.4.10.2 Rates

See Section 4 of this Tariff.

## 3.4.11 Local Operator Assistance

# 3.4.11.1 Description

Local Operator Service is furnished through an ILEC –provided operator in accordance with the regulations in the ILEC's Local Exchange Tariff on file with the commission.

## 3.4.11.2 Rates

See Section 4 of this Tariff.

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### 4.0 - RATES AND CHARGES

### 4.1 Basic Service

A. Prepaid Local Exchange Service

(N)

Monthly Rate 1 Year	Monthly Rate Subsequent Yrs.
•	
Evehange Service	

Prepaid Basic Local Exchange Service Monthly, Without Prompt Payment Discount

\$54.99

\$39.99

Prepaid Basic Local Exchange Service Monthly, With Prompt Payment Discount \$44.99

\$29.99

Monthly Rate 1<sup>st</sup> Year includes monthly local exchange service charges and a connection/conversion fee of \$180.00 prorated over the first 12 consecutive months of Service (\$15.00 per month). Monthly Rate Subsequent Years includes monthly local exchange service charges. Prepayment for the first month's Service includes a \$7.00 non-refundable account activation fee.

(N)

# B. Postpaid Local Exchange Service (C)

	Monthly Rate	Non-Recurring Charge
Installation of Local Line		\$150.00
Conversion of Local Line		\$150.00
Basic Monthly Service	\$ 29.99	

\*\*\*(M) Material formerly located here was moved to Sheet No. 41.1\*\*\*

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Service Commission

## 4.0 - RATES AND CHARGES

# 4.1 Basic Service

		Monthly Rate	Non-Recurring Charge
	Installation of Local Line Conversion of Local Line Basic Monthly Service	\$ 29.99	\$150.00 (R) \$150.00 (R)
4.2	Optional Features:		
	Set Up Charge Call Waiting Call Forwarding Three-Way Calling Caller ID	\$ 5.00 \$ 5.00 \$ 5.00 \$ 10.00	\$10.00*
4.3	Feature Package		
	Call Waiting, Call Forwarding, Three-Way Calling, Caller ID	\$20.00	
4.4	Non-Published Service	\$ 5.00	
4.5	Basic Intercept Referral Service	\$0.00	\$0.00
4.6	Call Trace		
	Set Up Charge Per Successful Trace		\$10.00 \$ 6.00

\*Note: The Optional Feature Set up Charge activates any one or all of these features. If ordered with initial Service, no optional feature set up charge applies.

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## 4.0 - RATES AND CHARGES

## 4.1 Basic Service

		Monthly Rate	Non-Recurring Charge
	Installation of Local Line Conversion of Local Line Basic Monthly Service	\$ 29.99	\$300.00 \$300.00
4.2	Optional Features:		
	Set Up Charge Call Waiting Call Forwarding Three-Way Calling Caller ID	\$ 5.00 \$ 5.00 \$ 5.00 \$10.00	\$10.00*
4.3	Feature Package		
	Call Waiting, Call Forwarding, Three-Way Calling, Caller ID	\$20.00	
4.3	Non-Published Service	\$ 5.00	
4.4	Basic Intercept Referral Service	\$0.00	\$0.00
4.5	Call Trace		
	Set Up Charge Per Successful Trace		\$10.00 \$ 6.00

<sup>\*</sup>Note: The Optional Feature Set up Charge activates any one or all of these features. If ordered with initial Service, no optional feature set up charge applies.

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Service Commission

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# 4.0 - RATES AND CHARGES (CONT'D)

4.2	Optional Features:			
	Set Up Charge Call Waiting Call Forwarding Three-Way Calling Caller ID	\$ 5.00 \$ 5.00 \$ 5.00 \$ 10.00	\$10.00*	
4.3	Feature Package			
	Call Waiting, Call Forwarding, Three-Way Calling, Caller ID	\$20.00		
4.4	Non-Published Service	\$ 5.00		
4.5	Basic Intercept Referral Service	\$0.00	\$0.00	
4.6	Call Trace			
	Set Up Charge Per Successful Trace		\$10.00 \$ 6.00	

\*Note: The Optional Feature Set up Charge activates any one or all of these features. If ordered with initial Service, no optional feature set up charge applies.

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# 4.0 - RATES AND CHARGES (CONT'D)

### 4.6 Miscellaneous Charges

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Non≖⊦	Recurring	('harge
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Change Telephone No., Name, Address	\$30.00(I)
Service Change Charge*	\$30.00 (I)
Caller Identification Blocking Activation	\$10.00
Reconnection Fee	\$30.00
Late Charge	\$10.00
Returned Payment Charge	\$25.00
Rush Order Charge	\$20.00
Partial Pay Processing Fee	\$5.00 (N)

### 4.7 Directory Assistance

Per Call, after 30 calls in one month

\$2.00

#### Toll Restriction Service\*\* 4.8

	Non-Recurring	Monthly
	Charge	Charge
Per line equipped	\$18.00	\$10.00

### 4.9. 900 and 10-10XXX Call Blocking

Blocking of all direct dialed (i.e. 1+ dialed) 900 numbers and all calls using a dialing pattern such as 10-10-XXX or 101-XXX is provided free of charge upon Customer request.

### 4.10 Line Status Verification and Busy Line Interrupt

Line Status Verification, per request	\$2.00
Busy Line Interrupt, per request	\$2.50

### 4.11 Repair and Maintenance Charges

The Company will pass through to the Customer all charges for maintenance and repair services billed to the Company by the ILEC for work performed on the Customer's premises.

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**FILED** Missouri Public Service Commission

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<sup>\*</sup>The Service Change Charge is assessed for all changes in service other than changes to Customer telephone number, name or service address.

<sup>\*\*</sup>Toll Restriction Service is provided free of charge to Lifeline eligible customers.

4.7

4.8

## 4.0 - RATES AND CHARGES (CONT'D)

# 4.6 Miscellaneous Charges

	Non-Recurring Charge	
Change Telephone No., Name, Address	\$20.00	
Service Change Charge*	\$10.00	
Caller Identification Blocking Activation	\$10.00	
Reconnection Fee	\$30.00	
Late Charge	\$10.00	
Returned Payment Charge	\$25.00	
Rush Order Charge	\$20.00	
Directory Assistance		
Per Call, after 30 calls in one month	\$2.00	
Toll Restriction Service**		
	Non-Recurring	Monthly
	Charge	Charge
Per line equipped	\$18.00	\$10.00

## 4.9. 900 and 10-10XXX Call Blocking

Blocking of all direct dialed (i.e. 1+ dialed) 900 numbers and all calls using a dialing pattern such as 10-10-XXX or 101-XXX is provided free of charge upon Customer request.

4.10 Line Status Verification and Busy Line Interrupt

Line Status Verification, per request	\$2.00
Busy Line Interrupt, per request	\$2.50

<sup>\*</sup>The Service Change Charge is assessed for all changes in service other than changes to Customer telephone number, name or service address.

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3875 Steilacoom Blvd. S.W. #A

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<sup>\*\*</sup>Toll Restriction Service is provided free of charge to Lifeline eligible customers.

# 4.0 - RATES AND CHARGES (CONT'D)

# 4.11 Local Operator Assistance Charges

	Non-Payphone Rate	Payphone Rate
Station to Station		
Calling Card		
Non-Automated	\$2.00	\$2.00
Semi-Automated	\$2.00	\$2.00
Fully Automated	\$2.00	\$2.00
Collect Non-Inmate	42.00	4.00
Non-Automated	\$2.00	\$2.00
Semi-Automated	\$2.00	\$2.00
Collect Inmate	\$2.00	\$2.00
Billed to a Third Number		
Non-Automated	\$2.00	\$2.00
Semi-Automated	\$2.00	\$2.00

In addition, the Company will pass through to the Customer all per minute charges assessed by the ILEC for the above types of calls.

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Stan Efferding Secretary/Treasurer 3875 Steilacoom Blvd. S.W. #A Lakewood, Washington 98499 (800) 923-8375



## SECTION 5 – EXCHANGES SERVED

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

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# SECTION 5 – EXCHANGES SERVED (CONT'D)

Morehouse	Pocohontas-New Wells	St. Joseph	Tuscumbia
Nashua	Pond	St. Louis Metro	Union
Neosho	Poplar Bluff	St. Marys	Valley Park
Nevada	Portage Des Sioux	San Antonio	Versailles
New Franklin	Portageville	Sappington	Walnut Grove
New Madrid	Puxico	Scott City	Wardell
Nixa	Qulin	Sedalia	Ware
Oakville	Raytown	Senath	Washington
Oak Ridge	Republic	Sikeston	Webb City
Old Appleton	Richmond	Slater	Webster Groves
Oran	Richwooods	Smithville	Wellsville
Overland	Risco	South Kansas City	Westphalia
Pacific	Riverview	Spanish Lake	Willard
Parkville	Robersville	Springfield Metro	Wyatt
Patton	Rushville	Stanberry	Bridgeton
Paynesville	Ste. Genevieve	Strafford	Liberty
Perryville	St. Charles	Tiffany springs	Vienna
Pierce City	St. Clair	Trenton	

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