
RESALE COMMON CARRIER SERVICE

TITLE PAGE

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

CORDIA COMMUNICATIONS CORP.

Cordia Communications Corp. operates as a competitive telecommunications company within the State of Missouri. This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunication services provided by Cordia Communications Corp. with offices at 445 Hamilton Avenue, Suite 408, White Plains, NY 10601.

This tariff applies for services furnished within the State of Missouri. This tariff is on file with the Public Service Commission of Missouri, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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445 Hamilton Avenue, Suite 408
White Plains, New York 10601

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RESALE COMMON CARRIER SERVICE

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SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) - To signify a change in regulation.
- (D) - To signify a discontinued rate or regulation.
- (I) - To signify a change resulting in an increase to a Customer's bill.
- (M) - To signify material relocated from another tariff location.
- (N) - To signify a new rate or regulation.
- (R) - To signify a reduced rate or charge.
- (T) - To signify a change in text or regulation.

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STATEMENT OF COMPETITIVE CARRIER STATUS

Cordia Communications Corp. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

Commission Rules

4 CSR 240-30.040

- Uniform system of accounts

4 CSR 240-10.020

- Depreciation fund income

Rule/Statute

Section 392.210.2

- Uniform System of Accounts

Section 392.240(1)

- Just & Reasonable Rates

Section 392.270

- Property valuation

Section 392.280

- Depreciation rates

Section 392.290

- Issuance of securities

Section 392.300.2

- Acquisition of Stocks

Section 392.310

- Issuance of stocks and bonds

Section 392.320

- Stock dividends

Section 392.330

- Issuance of securities, debt and notes

Section 392.340

- Reorganization

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Missouri PSC. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.1(A)
2.1.1(A)(1)
2.1.1(A)(1)(a)
2.1.1(A)(1)(a)(1)

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to a Company designated switching center or point-of-presence.

Account Code - A numerical code, assigned to the Customer, to enable the Company to identify use of a service offering by the Customer and to bill the use of that service offering by the Customer. Multiple Account Codes may be assigned to the Customer to identify individual users or groups of users.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code

Commission - Refers to the Missouri Public Service Commission.

Company or Carrier - Refers to Cordia Communications Corp., unless otherwise clearly indicated by the context.

Cordia - Refers to Cordia Communications Corp, unless otherwise clearly indicated by the context.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

End User - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

Equal Access - Where the local exchange Company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can pre-subscribe their telephone line(s) to their preferred interexchange carrier.

LATA - Local Area of Transport and Access.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

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RESALE COMMON CARRIER SERVICE

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

The Company's services and facilities are furnished for communications originating and terminating within the State of Missouri under terms of this tariff.

The Company installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.

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

2.2 Use

2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.3 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.3.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liabilities of the Company**

- 2.4.1** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.2** The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action of request of the U.S. Government, or any other government, including state and local governments having jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

- 2.4.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.4.4** The Company shall be indemnified and held harmless by the Customer and Subscriber from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmittal by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Subscriber relating to the use of the Company's facilities.
- 2.4.5** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Customer Responsibility**

2.5.1 All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:

- (A) The Customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.
- (B) When placing an order for service, the Customer must provide:
 - (1) The names and addresses of the persons responsible for the payment of service charges, and
 - (2) The names, telephone numbers, and addresses of the Customer contact persons.
- (C) The Customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:
 - (1) The negligence or willful act of the Customer or user;
 - (2) Improper use of service; and
 - (3) Any use of equipment or service provided by others.
- (D) After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing damage.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Customer Responsibility, (Cont'd.)****2.5.2 Billing and Payment For Service****(A) Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (1) any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- (2) any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- (3) any calls placed by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

(B) Disputed Charges

Any objections to billed charges must be reported to the Company or its billing agent verbally or in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Customer Responsibility, (Cont'd.)

2.5.3 Taxes and Fees

- (A) All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill.
- (B) To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- (C) Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- (D) The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. The Company will submit these changes to the Missouri Public Service Commission for prior approval.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Customer Responsibility, (Cont'd.)

2.5.4 Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Payment required is within thirty (30) days subsequent to the invoice date and is considered past due after the thirty day period. The late payment fee is not applicable to residential accounts.

2.5.5 Return Check Charge

Customers will be charged \$25.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g., a bank error).

2.5.6 Deposits

The Company does not collect Customer deposits.

2.5.7 Advance Payments

The Company does not require advance payments for service.

2.5.8 Customer Complaints and/or Billing Disputes

Customers have the right to refer billing disputes and any other complaints to Company at 445 Hamilton Avenue, Suite 408, White Plains, NY 10601, or via telephone by dialing 1-800-916-9950. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Missouri Public Service Commission in accordance with the Commission's rules of procedure. The address and toll-free telephone number of the Commission is as follows:

Missouri Public Service Commission
200 Madison Street
P.O. Box 360
Jefferson City, Missouri 65102

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Customer Responsibility, (Cont'd.)

2.5.9 Cancellation by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Refunds or Credits for Service Outages or Interruptions**

- 2.6.1** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.
- 2.6.2** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.6.3** Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.6.4** The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Refunds or Credits for Service Outages or Interruptions, (Cont'd.)**

- 2.6.5** For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 4 or more)

B = total monthly recurring charge for affected service.

- 2.6.6** For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Cancellation or Termination of Service by Customer

- 2.7.1** Customers of presubscribed long distance services may cancel service at any time by providing the Company with written or verbal notification. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.

2.8 Cancellation or Termination of Service by Company

- 2.8.1** For nonpayment: The Company may terminate service to a Customer or Subscriber for nonpayment of undisputed charges upon ten (10) days written notice to the Customer or Subscriber without incurring any liability for damages due to loss of telephone service to the Customer or Subscriber.
- 2.8.2** The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given ten (10) days written notice to comply with any rule or remedy any deficiency:
- (A) For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - (B) For use of telephone service for any purpose other than that described in the application.
 - (C) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
 - (D) For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Cancellation or Termination of Service by Company, (Cont'd.)

2.8.2 (cont'd.)

- (E) Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- (F) Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- (G) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (H) By reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.10 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.11 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

2.12 900, 976 and 700 Numbers

The Company does not provide 900, 976 or 700 number services. Customer calls placed to these numbers are routed to the local or long distance carrier providing the service. Customers may contact their local exchange carrier or the carrier providing the service to request blocking of access to these numbers.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Responsibilities of the Subscriber**

- 2.13.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.13.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by the Company on the Subscriber's behalf.
- 2.13.3** If required for the provision of the Company's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.
- 2.13.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and the Company when required for Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's Services.
- 2.13.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.
- 2.13.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of Service to other Subscribers or Customers, the Company may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Subscriber's service.

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RESALE COMMON CARRIER SERVICE

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Responsibilities of the Subscriber

2.13.7 The Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.

2.13.8 The Subscriber must pay for the loss through theft or fire of any of the Company's equipment installed at Subscriber's premises.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Validation of Credit**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, the Company may refuse to provide service or otherwise restrict or interrupt service to a Customer.

2.15 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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RESALE COMMON CARRIER SERVICE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES

3.1 General

The Company will provide long distance intrastate services for telecommunications originating and terminating within the State of Missouri under terms of this tariff.

3.2 Timing of Calls

The Company does not offer time sensitive calls.

3.3 Holidays

The Company does not offer rate discounts for calls placed on state or federal holidays.

3.4 Rate Periods

The Company does not rate calls based on time of day.

3.5 Calculation of Distance

The Company does not rate calls based on distance.

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RESALE COMMON CARRIER SERVICE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**3.6 Public Telephone Surcharge**

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

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

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

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call

\$0.60

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RESALE COMMON CARRIER SERVICE

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**3.7 Long Distance Service**

Long Distance Service is the basic long distance service offered to residential and business Customer for outbound direct-dialed calling, utilizing Customer-provided switched access lines that are presubscribed to the Company.

3.7.1 Rates and Charges

Calls are billed in one (1) minute increments after an initial minimum call duration of (1) one minute. Any partial minute is rounded up to a full minute.

(A) Per Minute Rate

| | |
|-------------|----------|
| Residential | \$0.0890 |
| Business | \$0.0890 |

(B) Monthly Recurring Charge

| | |
|--------------------------|--------|
| Monthly Recurring Charge | \$4.95 |
|--------------------------|--------|

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RESALE COMMON CARRIER SERVICE

SECTION 4 - PROMOTIONS

4.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with the Commission prior to offering them to Customers.

4.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four (4) minutes duration over its network.

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