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3. REGULATIONS (continued)

3.4 Discontinuance of Service

3.4.1 The Company may discontinue the service under the following circumstances, provided suitable notice has been given to the customer, as required.

- A. Non-payment of any sum due to the Company for service for more than thirty-one (31) days (Business) or more than nineteen (19) days (Residential) beyond the date of rendition of the bill for such services; or (T)
- B. A violation of or failure to comply with any regulation governing the furnishing of service; or (T)
- C. An order of a court or other government authority having jurisdiction which prohibits the Company from furnishing service; or
- D. Failure to post a required deposit; or
- E. Material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of the company constitutes fraud or abuse.

3.4.2 Service shall be disconnected unless written notice by first class mail or electronic mail delivery is sent or delivered to the customer at least 8 days prior to the date of the proposed discontinuance. At least 24 hours preceding discontinuance, a reasonable effort shall be made to contact the customer to advise him of the proposed discontinuance and what steps must be taken to avoid it. (T)

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3. REGULATIONS (continued)

3.6 Billing and Payment Regulations (continued)

3.6.3 The Customer's responsibility for payment of all charges for Service furnished by the Company is not changed by virtue of any use, misuse, or abuse of the Customer's Service or Customer-provided systems, equipment, facilities or Services interconnected to the Customer's Service, which may be occasioned by third parties, including, without limitation, the Customer's employees, guests and/or members of the public who dial the Customer's 800/888/877 number by mistake. (T)

3.6.4 Account payments not received within thirty (30) days from the date the bill was rendered may be charged a late payment charge each month of one and one-half percent (1.5%) or the amount otherwise allowed by law, whichever is less, on all past due balances.

3.6.5 The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for Service. Upon application for Service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then-existing credit policies.

A. The Company may require a deposit if the customer is unable to establish a good credit rating, or if the customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months service based on the average bill during the preceding twelve months or in the case of new applicants, two months average monthly bill for all subscribers within a customer class. (D)

B. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or service connection charges, which may be applicable to the customer's account on the first bill rendered. (D)

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3. REGULATIONS (continued)

3.6.6 In the event that a check or draft tendered by a customer is returned, a return check charge will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is bank error, in which case documentary evidence is required to waive the charge. In addition, the Customer may be required to replace the returned check with a payment in cash or equivalent to cash, such as a cashier's check, certified check or money order.

3.6.7 All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes), including Universal Service Fund assessments, whether charged to or against the Company or its Customer. Such taxes, fees, etc., shall be paid by the Customer in addition to the charges stated in the tariff. All such taxes, duties and fees shall each be a separate line item on the Customer's monthly invoice. All charges and fees subject to MoPSC jurisdictional, except taxes and franchise fees, will be submitted to the MoPSC for prior approval.

3.6.8 If Customer seeks to have the Company reinstitute Service, Customer shall pay to the Company prior to the time Service is reinstated (1) all accrued and unpaid charges, and (2) may be required to pay a deposit, as determined by the Company, and a service restoration fee. (T)  
(D)

3.6.9 The Company reserves the right, under federal law, to backbill for a period of up to two (2) years for an amount equal to the accrued and unpaid charges for use of the Company's Service actually made by Customer. (D)  
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(D)

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3. REGULATIONS (continued)

3.6.10 Missouri Universal Service Fund

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- A. Company will place on each retail end-user customer's bill, as applicable, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the commission.
- B. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
- C. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues in Missouri PSC rules at 4 CSR 240-31.

3.7 Credit Allowances

3.7.1 Interruption of Service

- A. Credit for failure of Service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all equipment, facilities and/or Service for which the Company renders an invoice for payment are considered provided by the Company whether or not the equipment, facilities and/or Service are owned and operated by the Company unless otherwise provided by the terms of this tariff.
- B. No credit will be allowed for failure of Service or equipment due to Customer-provided facilities or any act or omission of the Customer, its Authorized User(s), officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the Service of the Customer through the negligence of the Customer.
- C. No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. Credit allowance time for failure of Service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the Service has been restored and an attempt has been made to notify the Customer.
- D. Only those portions of the Service or equipment operation materially interfered with will be credited.