

Missouri Public  
Service Commission

REC'D NOV 16 2000

MISSOURI INTEREXCHANGE AND LOCAL EXCHANGE  
TELECOMMUNICATIONS TARIFF

OF

USA Digital Communications, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange and non-switched local exchange telecommunications services provided by USA Digital Communications, Inc. ("USA Digital" or "Company") 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 place of business, 1603 SE 19<sup>th</sup> Street, Suite 120, Edmond, Oklahoma, 73013-6621. Additionally, copies are available upon request, free of charge, by contacting the Company at (888) 872-3787.

USA Digital operates as a competitive telecommunications company within the state of Missouri.

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WAIVERS

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USA Digital is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived pursuant to Section 392.420 RSMO:

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## Statutes

392.210.2 .....uniform system of accounts **REC'D NOV 16 2000**

392.240(1).....just and reasonable rates

392.270 .....valuation of property (rate making)

392.280 .....depreciation accounts

392.290 .....issuance of securities

392.300.2 .....acquisition of stock

392.310 .....stock and debt issuance

392.320 .....stock dividend payment

392.330 .....issuance of securities, debts and notes

392.340 .....reorganization(s)

## Commission Rules

4 CSR 240-10.020.....depreciation fund income

4 CSR 240-30.010(2)(C).....rate schedules posted

4 CSR 240-30.040.....uniform system of accounts

4 CSR 240-33.030.....minimum charges rule

4 CSR 240-35.....reporting of bypass

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SYMBOLS

(AT)	means addition to text.
(C)	means correction.
(CP)	means change in practice.
(CR)	means change in rate.
(CT)	means change in text.
(DR)	means discontinued rate.
(FC)	means a change in format lettering or numbering.
(MT)	means moved text.
(NR)	means new rate.
(RT)	means removal of text.

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In addition to symbols for changes, each provision of rate element changed will contain a vertical line that will clearly show the exact number of lines being changed.

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TARIFF FORMAT

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- 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 4 and 5 would be 4.1
- 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 Commission. For example, the 4<sup>th</sup> revised Page 4 cancels the 3<sup>rd</sup> revised page 4.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2.  
2.1  
2.1.1  
2.1.1.A.  
2.1.1.A.1.

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APPLICABILITY OF TARIFF

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This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of interexchange telecommunications services of the Company within the State of Missouri. Only those services, terms and conditions and rates and charges approved by the Missouri Public Service Commission and contained in this tariff may be provided to Customers within the State. Filed tariffs are binding upon the Company and no deviation of any kind from the filed tariff is permitted.

ACCESSIBILITY OF TARIFF

This tariff is on file with the Missouri Public Service Commission and the Company's principal place of business:

USA DIGITAL COMMUNICATIONS, INC.  
1603 SE 19<sup>th</sup> Street, Suite 120  
Edmond, Oklahoma 73013

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company at (888) 872-3787.

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## SECTION 1

TERMS AND ABBREVIATIONS

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"Access" as used in this tariff, means an arrangement that connects the Customer's or Subscriber's telecommunications service to the Underlying Carrier's designated point of presence or network switching center.

"Commission" means the Missouri Public Service Commission.

"Company" means USA Digital Communications, Inc. unless otherwise indicated by the context.

"Customer" means any person, partnership, cooperative corporation, limited liability company, corporation, or lawful entity provided service from an entity reselling intrastate telecommunications services.

"Customer trouble report" means any oral or written report given to the Company's repair service or contact person by a Customer relating to a defect or difficulty or dissatisfaction with the provision of the telecommunications service provided by the Company.

"Delinquent" means a payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

"Exchange" means a geographic area established and approved by the Commission for the administration of local telephone service in a specified area which usually embraced a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing communication service in that area.

"Holidays" means the holidays designated whether by the Commission or by the Company as a legally recognized holiday, which will be rated at the lower night/weekend rates.

"IXC" means interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services within the State of Missouri.

"InterLATA call" means any call which is originated one LATA and terminated in another LATA.

"Interstate call" means any call which is originated in one state and terminated within the boundaries of another state.

"IntraLATA call" means any call which is originated and terminated within the boundaries of the same LATA regardless of which call crossed LATA boundaries prior to reaching its termination point.

"Intrastate call" means any call which is originated and terminated within the boundaries of the State of Missouri, regardless of whether such call crosses state boundaries prior to reaching its termination point.

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"LATA " means a local access and transport area: a geographic area established for the provision and administration of communications services.

"LEC" means a local exchange company: a company authorized to provide local exchange service in Missouri.

"Missouri Public Service Commission ("MPSC" or "Commission") means the regulatory body authorized by the Constitution of the State of Missouri and the law of the State of Missouri promulgated by and enacted by the Governor of Missouri, which regulated certain public utilities.

"Point of Presence ("POP") means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

"Reseller" means a Company offering telecommunications services to the public through the use of the facilities of an underlying carrier or a combination of its own facilities and the facilities of an underlying carrier for resale to the public for profit. A Customer who offers the service(s) it obtains from a Reseller to the public for profit shall also be deemed a reseller.

"Service" means service in its broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished or supplied by a Reseller in the provision of regulated offerings to their Customers.

"Telecommunications service" means service provided by the Company including voice, data, and all of the types of communications services, under the Company's tariffs on file with the Public Utility Division of the Commission.

"Underlying Carrier" means the provider of telecommunications services whose network is being utilized and receives the Customer's telecommunications traffic.

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## SECTION 2

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## RULES AND REGULATIONS

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2.1 UNDERTAKING OF THE COMPANY

- 2.1.1 The Company's services are furnished for telecommunications originating and terminating within the State of Missouri under the terms of this tariff.
- 2.1.2 The Company installs, operates, and maintains the telecommunications 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 carriers or entities, when authorized by the Customer, to allow connection of the Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 LIMITATIONS

- 2.2.1 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.
- 2.2.2 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.
- 2.2.3 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.
- 2.2.4 The Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the State of Missouri.
- 2.2.5 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.

2.3 TRANSFER OR ASSIGNMENT

- 2.3.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of service where there is no interruption or physical relocation. All terms and provisions contained in this tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:
- A. The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any transfer; and,

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- B. The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's service. Consent to such transfer or assignment will not be unreasonably withheld; and,
- C. Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of the request.
- 2.3.2 As relates to the assignee or transferee, deposits will not be required pursuant to Section 2.6 of this tariff.
- 2.3.3 Any permitted transfer or assignment of the Company's service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.
- 2.3.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.4 USE OF SERVICE
- 2.4.1 The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such services(s).
- 2.4.2 The use of the Company's service(s) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonably interfere with the use by others, is prohibited.
- 2.4.3 The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.
- 2.4.4 Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the State of Missouri, or the Customer has become an approved agent of the Company.
- 2.4.5 The Company's service is available for use twenty-four (24) hours per day, seven days per week.
- 2.4.6 The Company does not transmit messages pursuant to the tariff, but its services may be used for that purpose.
- 2.4.7 The Company's services may be denied for nonpayment of charges or for other violations of the tariff.

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2.5 LIABILITIES OF THE COMPANY

- 2.5.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.5.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damages), for any interruption, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3 The Company will make no refund of overpayment by a Customer unless the claim for overpayment, together with the proper evidence, is submitted within (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.
- 2.5.4 The Company shall not be liable for any claim, loss, or refund of loss or theft of Customer-specific identifying codes issued for use with the Company's services.
- 2.5.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s) which is not the direct result of the Company's negligence.

2.6 DEPOSITS AND INTEREST

The Company does not require a deposit of its customers.

2.7 BILLING AND BILLING DISPUTES

- 2.7.1 Billing to Customers will be scheduled monthly either by mail on CD ROM or via the Internet. Usage charges are billed in arrears. Recurring fixed charges are billed monthly. A bill will be considered rendered to the Customer when deposited in the United States mail with postage prepaid. If the delivery is by other than United States mail, the bill will be considered rendered when delivered to the last known address of the party responsible for payment. A Customer's bill will be itemized and conform to standards required by the Missouri Public Service Commission & Truth in Billing Act.
- 2.7.2 The Customer is responsible for all charges including all calls placed from the Customer's location or by use of the Customer's authorization code(s).
- 2.7.3 A late payment charge of 1.5% will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed. Late payment charges will be applied without discrimination.
- 2.7.4 Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at (800) 364-5518. The Company shall investigate the particular case and report the results to the

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Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Consumer Services Division. The Company shall provide the Customer with the following information:

Missouri Public Service Commission  
200 Madison Street, Suite 100  
PO Box 360  
Jefferson City, MO 65102-0360  
(573) 751-3234

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2.8 (RESERVED FOR FUTURE USE)

2.9 TAXES

The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services. Any and all charges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.

2.9.1 All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s).

2.9.2 Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).

2.9.3 Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

2.10 EQUIPMENT

2.10.1 The Company's facilities and service(s) may be used with or terminated in Customer-provided telecommunications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the equipment. The Customer shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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2.11 INSTALLATION AND TERMINATION

- 2.11.1 Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.12 PAYMENT FOR SERVICE

- 2.12.1 All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a LEC, credit card company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service tariff shall apply to charges of the Company when the LEC serves as the billing agent for the Company or buys the Company's accounts receivables. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.

- 2.12.2 Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.13 RETURNED CHECK CHARGE

- 2.13.1 If a check offered by a Customer for payment of service provided is dishonored, a returned check charge shall be applied in the amount of \$15.00. At the option of the Company, the returned check charge may be waived because of extenuating circumstances (i.e. bank error). Disclosure of the returned check fee will appear on the Customer's phone bill.

2.14 CANCELLATION OF SERVICE BY CUSTOMER

- 2.14.1 A Customer may cancel service by providing written or verbal notice to the Company.

2.15 INTEREXCHANGE INTERCONNECTION FOR RESALE

- 2.15.1 Service(s) furnished by the Company may be connected with the services or facilities of an underlying carrier. Such service(s) or facilities, if used, are provided under the terms, rates and conditions of the underlying carrier. The Customer is responsible for all charges billed by the underlying carrier(s) 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.

2.16 DENIAL OF SERVICE

- 2.16.1 Service may be refused or terminated for any of the following reasons:
- A. Nonpayment of a bill within the period prescribed in the Company's tariff.
  - B. Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.

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- 2.16.2 The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.

2.17 DISCONNECTION AND NOTICE

- 2.17.1 When service to a Customer is to be disconnected, the Company shall give at least ten (10) days written notice to the Customer of the Company's intent to discontinue service. Notice shall be mailed by the Company to the Customer's address.

- 2.17.2 Notices to the Customer shall contain the following information:

- A. Name, address, and telephone number of Customer.
- B. Statement of reason for proposed discontinuance of service.
- C. The date on or after which service will be discontinued unless appropriate action is taken.
- D. The telephone number of the Company where the Customer may make an inquiry.
- E. Charges for reconnection.
- F. The address and telephone number of the Commission's Consumer Services Division.

2.18 REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE

- 2.18.1 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility, where applicable

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2.19 INSPECTION, TESTING AND ADJUSTMENT

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

2.20 CUSTOMER SERVICE

- 2.20.1 The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making customer trouble reports, making oral cancellation of service, etc. The Company's toll-free contact number is (888) 872-3787.

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SECTION 3

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DESCRIPTION OF SERVICE AND RATES

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## 3.1 GENERAL

3.1.1 Rates and timing of calls may vary by product, time, time of day, day of week, call mileage, access method, terminating area, or call duration. Calls are billed individually and on a monthly basis. Usage is billed in arrears.

3.1.2 Intrastate services are offered in conjunction with interstate services.

## 3.2 TIMING OF CALLS

3.2.1 Billing for calls placed over the network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- (A) Call timing begins when the called party answers the call (i.e., when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- (B) Chargeable time for calls ends when one of the parties disconnects from the call.
- (C) Minimum call duration periods for billing purposes vary by service option.
- (D) For billing purposes, usage after the initial period varies by service and is specified by service in this tariff.
- (E) The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

## 3.3 RESERVED

## 3.4 TIME OF DAY RATE PERIODS

3.4.1 The following rate periods apply to all service offerings and, unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

	MON	TUE	WED	THUR	FRI	SAT	SUN
8: 00 AM TO 5:00 PM*	DAYTIME RATE PERIOD					EVE	
5: 00 PM TO 11:00PM*	EVENING RATE PERIOD (NON-DAY)						
11:00 PM TO 8:00 PM*	NIGHT/WEEKEND RATE PERIOD (NON-DAY)						

\*Up to, but not including.

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- 3.4.2 When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

3.5 HOLIDAYS AND RATES

- 3.5.1 The Company may designate certain holidays on which rates may be lower.
- 3.5.2 Company-recognized holidays are presented in Section 4.3.

3.6 PROMOTIONAL OFFERINGS

- 3.6.1 Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates and times (not to exceed one year), and shall be subject to prior notification to and approval by the Commission. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion, specifying the terms of the promotion, the location and dates of the promotion.

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SECTION 4

COMPANY SPECIFIC INFORMATION

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## 4.1 GENERAL (Reserved)

## 4.2 SERVICES PROVIDED

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## 4.2.1 Switched Access, Feature Group D, One-Plus/Casual Access.

USA Digital Communications, Inc. will provide common shared access switched service, hereinafter referred to as Message Toll Service or MTS, outbound Wide Area Telephone Service (WATS), Inbound 800/888 Service, and Directory Assistance.

USA Digital Communications Inc.'s 1+ InterLATA service will be provided through a pre-subscribed carrier. A Customer will be able to access USA Digital Communications, Inc.'s network either by providing USA Digital Communications, Inc. a letter of agency permitting USA Digital Communications, Inc. to become the Customer's primary carrier, or by dialing a 10XXX or some other equivalent carrier access code.

USA Digital Communications, Inc.'s 1+ IntraLATA traffic will be provided through 10XXX or some other equivalent carrier access code.

## 4.2.2 Switched Access, 800/888 In-bound Service.

800/888 service is the furnishing of dial-type inter/intrastate telecommunications originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a Regular Business Line or a Special Access Line (SAL).

800/888 service permits a user to place either InterLATA or IntraLATA long distance calls to a USA Digital Communications, Inc. Customer with the cost of the phone call borne by the Customer.

800/888 service is provided for use by the customer and may be used by others when so authorized by the customer, provided that such usage is subject to the provisions of this tariff.

800/888 service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining or attempting to obtain, or assisting another to obtain or to attempt to obtain 800/888 service through any fraudulent means with intent of avoiding payment of the regular charges for such service.

800/888 numbers can be reserved by USA DIGITAL COMMUNICATIONS, INC. through its 800/888 service provider via SMBS Bell Core. Conditions of reservations are subject to FCC and Bell Core rules and regulations regarding 800/888 reservations.

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4.2.3 Travel Card 800 Access Service.

Travel Card Service is a special travel feature whereby a customer can access the network via an 800 number (provided by Carrier) from any touch-tone phone, anywhere in the continental United States.

4.2.4 Dedicated Access and Private Line Service Offerings

Company offers Point-to-Point T1, DS1, DS3, xDSL and other access services.

xDSL are non-switched, local exchange technologies that allow multiple forms of data, voice and video to be carried over standard twisted pair copper, or UNEs, on the local loop between the central office and consumer site.

Services offered by Company do not include access to/from the Public Switched Network. Company provides data connection only and does not assign or otherwise route traffic by the use of telephone numbers, i.e. NPA-NXX-XXXX.

In the event Company begins to provide services to/from the Public Switched Network, Company will file tariffs reflecting the rates, terms and conditions for such services.

4.2.5 Dedicated Access and Private Line Rates

Rates for Dedicated Access and Private Line services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to Customer in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

4.3 HOLIDAYS

USA Digital Communications, Inc.'s recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, & Christmas.

4.4 COMPANY SPECIFIC CUSTOMER SERVICE

Front line customer service for USA Digital Communications, Inc. customers will be provided by the company's underlying carrier, but customers with questions about their service or billing may also contact USA Digital directly for assistance.

4.5 CONTRACTS FOR SERVICES

All services for telecommunications products are arranged by a signed contract. between the company and the Customer.

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## SECTION 5

## DESCRIPTIONS OF RATES AND CHARGES

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## ORIGINAL RATES:

Abbreviations: D = Day; E = Evening; N = Night; W = Weekend; # min. = Number of Minutes;  
Applic. = Applicable

Increments: s = seconds. Billing increments are in seconds. The first number indicates initial billing increment per call. The second number indicates all subsequent billing increments on the same call.

Timing: Day Rates are from 8:00 A.M. up to but not including 5:00 P.M. Monday through Friday; Evening Rates are from 5:00 P.M. up to but not including 11:00 P.M. Sunday through Friday; Night Rates are from 11:00 P.M. through up to but not including 8:00 A.M. Sunday through Thursday; Weekend Rates are from 11:00 P.M. Friday Night up to but not including 5:00 P.M. Sunday; Holiday Rates are the same as Night Rates.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, & Christmas.

<u>Code</u>	<u>Product</u>	<u>Time</u>	<u>Billing Increments</u>	<u>Interstate/ Intrastate</u>	<u>Inbound/ Outbound</u>	<u>Applicable Rate Per Minute</u>
MO1	1+ Dedicated	D/E/N/W	6s x 6s	Interstate	Inbound	\$0.045
MO2	1+ Dedicated	D/E/N/W	6s x 6s	Interstate	Outbound	\$0.045
MO3	1+ Dedicated	D/E/N/W	6s x 6s	Intrastate	Inbound	\$0.101
MO4	1+ Dedicated	D/E/N/W	6s x 6s	Intrastate	Outbound	\$0.104
MO5	1+ Switched	D/E/N/W	6s x 6s	Interstate	Inbound	\$0.069
MO6	1+ Switched	D/E/N/W	6s x 6s	Interstate	Outbound	\$0.069
MO7	1+ Switched	D/E/N/W	6s x 6s	Intrastate	Inbound	\$0.199
MO8	1+ Switched	D/E/N/W	6s x 6s	Intrastate	Outbound	\$0.184
MO9	Travel	D/E/N/W	6s x 6s	Both	Both	\$0.20

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