

BASIC LOCAL TELECOMMUNICATIONS SERVICES

Schedule of Rates, Rules, and Regulations
Governing Resale of Basic Local Service
Provided in the State of Missouri

OFFERED BY

NEXUS COMMUNICATIONS, INC., d/b/a TSI

Applying generally to its authorized territories within the State of Missouri

NEXUS COMMUNICATIONS, INC., d/b/a TSI
Operates as a
Competitive Telecommunications Company
Within the State of Missouri

This Tariff sets forth the services offerings, rates, terms and conditions applicable to the furnishing of intrastate basic local communications services by **NEXUS COMMUNICATIONS, INC., d/b/a TSI** with principal offices at 3629 Cleveland Ave., Suite C, Columbus, OH 43224. Toll-free telephone number (866) 392-7123.

This Tariff applies to services furnished in the State of Missouri.

This Tariff is on file with the Missouri Public Service Commission (the "Commission"), and copies can be inspected, during normal business hours, at the Company's principal place of business.

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Effective: March 12, 2004

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Steven Fenker, Vice President
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WAIVER OF RULES AND REGULATIONS

Pursuant to Order of the Missouri Public Service Commission, the following statutory provisions and Commission rules have been waived with respect to the Company's provision of basic local exchange telecommunications services as set forth herein:

Statutes

392.210.2	-	Uniform system of accounts
392.240.1	-	Ratemaking
392.270	-	Property valuation.
392.280	-	Depreciation rates.
392.290	-	Issuance of stock and bonds.
392.300.2	-	Acquisition of stock.
392.310	-	Issuance of stock and bonds.
392.320	-	Stock dividends.
392.330	-	Issuance of securities, debt. and notes.
392.340	-	Reorganization.

Commission Rules

4 CSR 240-3.545(2)(C)	-	Posting of tariffs
4 CSR 240-3.550(5)(C)	-	Exchange boundary maps
4 CSR 240-10.020	-	Income on depreciation fund investments.
4 CSR 240-30.040	-	Uniform system of accounts
4 CSR 240-33.030	-	Minimum charges

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

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TARIFF FORMAT SHEET

- A. **Page Numbering** - Page numbers appear in the upper-right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added, the page appears as a decimal. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the Tariff page in effect.
- C. **Paragraph Numbering Sequence** - There are nine 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.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i)(1)

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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this Tariff are defined below.

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access.

Company - Nexus Communications, Inc. dba TSI ("Company"), unless the context indicates otherwise.

Commission - Missouri Public Service Commission, unless context indicates otherwise.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Dedicated Access - The customer gains entry to the Company's services by a direct path from the customer's location to the company's point of presence.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Incumbent Local Exchange Company (ILEC) - Local exchange Carriers that are providing telephone exchange service in an area on the date of the enactment of the Telecommunications Act of 1996 and that are deemed to be members of the exchange Company association.

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at the customer place of business.

Resp. Org. - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

Service or Services - The services covered by this Tariff shall include only the State of Missouri.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as tele-printers, telephone, and data sets.

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish local telecommunications services within the State of Missouri under the terms of this Tariff . Service is available 24 hours a day, seven days a week. The Services described in this Tariff are provided to Customers by the Company pursuant to one or more applicable resale or interconnection agreements or tariffs which are on file with, and have been approved by, the Missouri Public Service Commission.

The Company is responsible under this Tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this Tariff is subject to availability on a continuing basis of all equipment or facilities necessary to provide service to the customer, including, in instances where Company is reselling services of another provider, availability of equipment or facilities from other telecommunications providers to the Company for resale.

2.1.3 Terms and Conditions

2.1.3.A This Tariff shall be interpreted and governed by the laws of the State of Missouri.

2.1.3.B Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.C Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3.D Service may not be used for any unlawful purpose.

2.1.3.E Neither the Company nor Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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2.2 Liability of the Company

- 2.2.1 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.
- 2.2.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the provision of any service offered under this Tariff, the Company's liability, if any, shall be limited as provided herein.
- 2.2.3 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; and 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 these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.2.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.2.5 The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.2.6 The Company shall be indemnified, defended, and held harmless by Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including:
- 2.2.6.A claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this Tariff;
- 2.2.6.B all other claims arising out of any act or omission of Customer or others, in connection with any service provided by the Company pursuant to this Tariff.

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2.2 Liability of the Company (Cont'd)

- 2.2.7 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.2.8 Company shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of the Customer. Customer shall be fully liable for all such usage charges.
- 2.2.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.2.10 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.2.11 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.3 Discontinuance or Interruption of Service by Company

- 2.3.1 Consistent with the requirements of CSR 240-33.070, the Company may discontinue service for any of the following reasons: (T)
- A. nonpayment of an undisputed delinquent charge;
 - B. unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
 - C. failure to substantially comply with terms of a settlement agreement;
 - D. refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment;
 - E. material misrepresentation of identity in obtaining telephone utility service;
 - F. as approved by federal or state law.

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2.2 Liability of the Company (Cont'd)

- 2.2.7 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.2.8 Company shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of the Customer. Customer shall be fully liable for all such usage charges.
- 2.2.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.2.10 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.2.11 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.3 Discontinuance or Interruption of Service by Company

- 2.3.1 Service may be discontinued for any of the following reasons:
- A. nonpayment of an undisputed delinquent charge;
 - B. unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
 - C. failure to substantially comply with terms of a settlement agreement;
 - D. refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment;
 - E. material misrepresentation of identity in obtaining telephone utility service;
 - F. as approved by federal or state law.

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2.3 Discontinuance or Interruption of Service by Company (Cont'd)

- 2.3.2 Service may not be discontinued by the Company for failure to pay charges not subject to Missouri Public Service Commission's jurisdiction unless specifically authorized in this Tariff.
- 2.3.3 Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.
- 2.3.4 Customers shall have 21 days from the rendition of a bill (invoice date) to pay the charges stated.
- 2.3.5 Residential service shall not be discontinued unless written notice by first-class mail is sent or delivered to the Customer at least ten days prior to the date of the proposed discontinuance.
- 2.3.6 At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise of the proposed discontinuance and what steps must be taken to avoid it.
- 2.3.7 Notice of Discontinuance shall contain the following information:
- A. the name, address, and telephone number of the Customer;
 - B. a statement of the reason for the proposed discontinuance and the cost for reconnection;
 - C. the date after which service will be discontinued unless appropriate action is taken;
 - D. how a customer may avoid the discontinuance;
 - E. 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;
 - F. the telephone number where the customer may make an inquiry;
 - G. a statement that this notice will not be effective if the charges involved are part of an unresolved dispute; and

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Nexus Communications, Inc.
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2.3 Discontinuance or Interruption of Service by Company (Cont'd)**2.3.7 (Cont'd)**

H. a statement of the exception for medical emergency as follows:

Residential Medical Emergency

Company will postpone a discontinuance for a time not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency, shall, if requested, provide Company with reasonable evidence of such necessity.

2.4 Payment and Billing

2.4.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon the same date each month.

2.4.2 The customer is responsible for payment of all charges for services furnished to the customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in advance.

2.4.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within the applicable statute of limitations. No credits, refunds, or adjustments shall be granted if demand therefor is not received by the Company in writing within such limitation period.

2.4.4 Payment for reconnection of Service as provided in this Tariff may be made in any reasonable manner, including personal check. The Company may refuse payment by personal check if the Customer, within the last twelve (12) months, has tendered payment in this manner and the check has been dishonored, excepting bank error.

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Nexus Communications, Inc.
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2.4 Payment and Billing (Cont'd)

2.4.5 Charges for service will be mailed to the Customer on a monthly (30 days) basis. Payment for the first month's service is payable in advance and payment in advance for each month of service thereafter is due in full within twenty-one (21) days after the invoice date.

2.4.6 The Company issues bills on a monthly basis with bills received by the Customer on or about the same day each month.

2.4.7 The Company will not alter the billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a Customer requests a number or billing change or when the Customer disconnects and reconnects service or transfers service from one premises to another.

2.4.8 The Company sets forth the following on residential bills:

- A. the number of access lines for which charges are stated;
- B. the beginning or ending dates of the billing period;
- C. the date the bill becomes delinquent if not paid on time;
- D. the unpaid balance (if any);
- E. the amount for basic service and an itemization for the amount due for toll service, if applicable, including the date and duration of each toll call;
- F. an itemization of the amount due for taxes, franchise fees, Relay Missouri surcharge, 911 surcharges (if applicable), and other surcharges as may be necessary and appropriate;
- G. the total amount due; and
- H. a telephone number where inquiries may be made.

2.4.9 During the first billing period in which a residential customer receives Service, the Company provides each Customer an insert or other written notice which contains an itemized account of the charges for the equipment and Service for which the Customer has contracted.

2.4.10 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company in writing within thirty (30) days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such thirty (30) day period.

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2.4 Payment and Billing (Cont'd)

- 2.4.4 Charges for service will be mailed to the Customer on a monthly (30 days) basis. Payment for the first month's service is payable in advance and payment in advance for each month of service thereafter is due in full within twenty-one (21) days after the invoice date.
- 2.4.5 The Company issues bills on a monthly basis with bills received by the Customer on or about the same day each month.
- 2.4.6 The Company will not alter the billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a Customer requests a number or billing change or when the Customer disconnects and reconnects service or transfers service from one premises to another.
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 - D. the unpaid balance (if any);
 - E. the amount for basic service and an itemization for the amount due for toll service, if applicable, including the date and duration of each toll call;
 - F. an itemization of the amount due for taxes, franchise fees, Relay Missouri surcharge, 911 surcharges (if applicable), and other surcharges as may be necessary and appropriate;
 - G. the total amount due; and
 - H. a telephone number where inquiries may be made.
- 2.4.8 During the first billing period in which a residential customer receives Service, the Company provides each Customer an insert or other written notice which contains an itemized account of the charges for the equipment and Service for which the Customer has contracted.
- 2.4.9 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company in writing within thirty (30) days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such thirty (30) day period.

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2.5 Taxes

The Customer is responsible for payment of any and all Federal, state or municipal taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. Taxes and surcharges for services will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff. Charges and surcharges other than taxes will be submitted to the Commission for approval.

2.6 Deposits

The Company does not require deposits.

2.7 Returned Check Charge

Company will charge Customer a one-time fee if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.8 Restoration of Service

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

2.9 Customer Cancellation of Service

If the Customer cancels Service after ten (10) days passes from mailing (date of postmark) or delivery of the Customer Information Bulletin, the prepaid service charges, plus associated taxes, shall be pro-rated for the actual number of days during which Service has been provided with the non-used portion being refunded to the Customer.

SECTION 3 - LOCAL EXCHANGES

3.1 Exchange Listings

This Tariff applies to the Company's provision of telecommunications services within the exchanges of the incumbent local exchange companies as shown below.

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3.1.1 SBC Exchanges Served:

Adrian	Advance	Agency	Altenburg-Frohna
Antonia	Archie	Argyle	Armstrong
Ash Grove	Beaufort	Bell City	Belton
Benton	Billings	Bismark	Bloomfield
Bloomsdale	Blue Springs	Bonne Terre	Boonville
Bowling Green	Bridgeton	Brookfield	Camdenton
Campbell	Cape Girardeau	Cardwell	Carl Junction
Carollton	Carthage	Caruthersville	Cedar Hill
Center	Chaffee	Charleston	Chesterfield
Chillicothe	Clarksville	Clever	Climax Springs
Creve Couer	Deering	Dekalb	Delta
Desoto	Dexter	Downing	East Prairie
East Independence	Edina	Eldon	Elsberry
Essex	Eureka	Excelsior Springs	Fair Grove
Farley	Farmington	Fayette	Fenton
Ferguson	Festus-Crystal City	Fisk	Flat River
Flrissant	Frankford	Fredericktown	Freeburg
Fulton	Gideon	Gladstone	Glasgow
Grain Valley	Gavios Mills	Gray Summit	Greenwood
Hannibal	Harvester	Hayti	Herculancum-Pevely
Higbee	High Ridge	Hillsboro	Holcomb
Hornersville	Imperial	Independence	Jackson
Jasper	Joblin	Kansas City Metropolitan	Kennett
Kirksville	Kirkwood	Knob Noster	Ladue
Lake Ozark-Osage Beach	Lamar	Lamonte	Lancaster
Leadwood	Lee's Summit	Liberty	Lilbourn
Linn	Lockwood	Louisiana	Macks Creek
Malden	Manchester	Marble Hill	Marceline
Marionville	Marshall	Marston	Maxville
Mehiville	Meta	Mexico	Moberly
Monett	Montgomery City	Morehouse	Nashua
Neosho	Nevada	New Franklin	New Madrid
Nixa	Oak Ridge	Oakville	Old Appleton
Oran	Overland	Pacific	Parkville
Patton	Paynesville	Perryville	Pierce City
Pocohantas-New Wells	Pond	Popular Bluff	Protage Des Sioux
Portageville	Puxico	Quin	Raytown
Republic	Richmond	Richwoods	Risco
Riverview	Rogersville	Rushville	St. Charles
St. Clair	St. Joseph	St Louis Metropolitan	St. Marys
Ste. Genevieve	San Antonio	Sappington	Scott City
Dedalia	Senath	Sickeston	Slater
Smithville	South Kansas City	Spanish Lake	Springfield Metropolitan
Stanberry	Stafford	Tiffany Springs	Trenton
Tuscumbia	Union	Valley Park	Versailles
Vienna	Walnut Grove	Wardell	Ware
Washington	Webb City	Webster Groves	Wellsville
Westphalia	Willard	Wyatt	

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Nexus Communications, Inc.
3629 Cleveland, Ave., STE C, Columbus, OH 43224

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SECTION 4 - SERVICE DESCRIPTIONS AND RATES

4.1 Description of Service

The Company's Local Exchange Service enables Customer to:

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access basic 911 Emergency Service if available in Customer's area;
- Where available, place or receive calls to toll free 8XX telephone numbers.

The Company's service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., 900, 976).

4.1.1 Basic Local & Interexchange Telecommunications Service

Basic Local & Interexchange Telecommunications Service is a service that is available for access by subscribers on a full time basis. Basic Local & Interexchange Telecommunications Service provides Customer with a single, voice-grade communications channel and access to unlimited local calls, "911" and/or "E 911" calls, if available in the Customer's area, and toll free (e.g. "800" or "888") calls.

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4.1.2 Service Area

Where facilities are available, the Company's service area incorporates the geographic regions and exchanges currently served by incumbent local exchange carriers, including Southwestern Bell Telephone, L.P., d/b/a SBC Missouri (SBC); Sprint Missouri, Inc. (Sprint); CenturyTel of Missouri, LLC (CenturyTel), and Spectra Communications Group, LLC (Spectra).

4.1.3 Local Calling Area

Local calling areas will be identical to the local calling areas of the incumbent local exchange carriers from which the Company purchases services, as those local calls areas are defined in the tariffs of the incumbent local exchange carrier that have been filed with the Commission.

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SECTION 4 - SERVICE DESCRIPTIONS AND RATES

4.1 Description of Service

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4.1.1 Basic Local Service

Basic Local Service is a service that is available for access by subscribers on a full time basis. Basic Local Service provides Customer with a single, voice-grade communications channel and access to unlimited local calls, "911" and/or "E 911" calls, if available in the Customer's area, and toll free (e.g. "800" or "888") calls.

Basic Local Service does not include any long distance service or other toll services. The following types of calls and services will be blocked by the Company through the ILEC's switch: interLATA, intraLATA, interstate, and international (e.g. "1+" or "0+"); collect calls; operator-assisted calls; third number billed calls; or any service that may be billed to Customer's telephone number (e.g. "900" and "976" calls).

4.1.2 Service Area

Where facilities are available, the Company's service area incorporates the geographic regions and exchanges currently served by incumbent local exchange carriers, including Southwestern Bell Telephone, L.P., d/b/a SBC Missouri (SBC); Sprint Missouri, Inc. (Sprint); CenturyTel of Missouri, LLC (CenturyTel), and Spectra Communications Group, LLC (Spectra).

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4.1 Local Exchange Service (Cont'd)4.1.4 Optional Features4.1.4.A Call Waiting

Allows Customer to be notified of an incoming call while having a conversation with another party.

4.1.4.D Non-Published Number

Allows the Customer to keep its name, street address, and telephone number from being listed in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

4.1.4.E Caller ID Deluxe

This feature enables the customer to view on a display unit the Calling Party Directory Name and Number (CPN) on incoming telephone calls and is offered where facilities permit. When Caller ID is activated on a customer's line, the CPN of incoming calls is displayed on the called CPE during the first long silent interval of the ringing cycle.

Per line blocking for the 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 the Company: a) private, nonprofit, tax exempt, domestic violence intervention agencies and 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.

A customer may prevent delivery of their calling name and/or number to the called party by dialing an access code 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, Caller ID customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer that the calling party has elected to block delivery of their name and telephone number. The blocking of CPN will not be

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4.1 Local Exchange Service (Cont'd)

4.1.4 Optional Features

4.1.4.A Call Waiting

Allows Customer to be notified of an incoming call while having a conversation with another party.

4.1.4.D Unpublished Number

Allows the Customer to keep its name, street address, and telephone number from being listed in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

4.1.4.E Caller ID

This feature enables the customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. When Caller ID is activated on a customer's line, the CPN of incoming calls is displayed on the called CPE during the first long silent interval of the ringing cycle.

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A customer may prevent delivery of their calling name and/or number to the called party by dialing an access code 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, Caller ID customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer that the calling party has elected to block delivery of their name and telephone number. The blocking of CPN will not be

4.1.4.E Caller ID (Cont'd)

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.

Any customer subscribing to Caller ID will be responsible for the provision of a display device that 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. Caller ID is not available on operator handled calls.

4.1.4.F Three-Way Calling

Allows the Customer to add a third party to a conversation.

4.1.4.G Call Trace

Allows Customers receiving annoying or anonymous calls to request (i) a telephone number change, which will be provided at no charge by the Company, or (ii) 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 the following information be recorded: the originating telephone number; the date and time of the call; 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 assist the customer (in exchanges where Sprint service is being resold) or activate a Voice Response Script which will assist the Customer in establishing an open file (in exchanges where SWBT service is being resold). Should the Customer decide to prosecute the call originating party, the Customer should contact 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 or customer may need to contact local law enforcement personnel to provide assistance.

BASIC LOCAL TELECOMMUNICATIONS SERVICES

4.1.5 Miscellaneous Services

4.1.5.A Transfer of Service

Transfer of Service allows a Customer to initiate service subsequent to a Customer location move.

4.1.5.B Change of Telephone Number

Change of Telephone Number allows a Customer to change his or her telephone number without interruption of the Customer's service.

4.1.5.C Options Processing

Options Processing allows a Customer to add, change, or discontinue an optional feature subsequent to the initiation of Basic Local and Interexchange Service.

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4.1.5.D Change of Name on Account

Change of Name on Account allows a Customer to change the Customer Name on an account associated with a particular telephone number. The new Customer will be responsible for payment of charges and compliance with the Company's Tariff regulations.

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4.1.5.E Reconnection of Service

Reconnection of Service allows a Customer to initiate service after service has been permanently disconnected.

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(C,T)

4.1.5.F Restoral of Service

Restoral of Service allows a Customer to reinstate dial tone after service has been suspended for non-payment of charges. The phone number of a Customer whose service has been suspended will be reserved for five (5) days.

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4.1.6 Directory Assistance Service

Directory Assistance Service is available to Customers who dial 411 or 1 + (NPA) + 555-1212 from lines presubscribed to the Company.

Up to two requests for numbers may be made on each call to Directory Assistance. The Directory Assistance charge applies whether or not the Directory Assistance Bureau furnishes the requested telephone number(s).

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4.1.7 Directory Assistance Rates

	<u>Per Call</u>
Local	\$ 1.50
National	\$ 1.50

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4.1.5 Miscellaneous Services

4.1.5.A Transfer of Service

Transfer of Service allows a Customer to initiate service subsequent to a Customer location move.

4.1.5.B Change of Telephone Number

Change of Telephone Number allows a Customer to change his or her telephone number without interruption of the Customer's service.

4.1.5.C Optional Service Initiation

Optional Service Initiation allows a Customer to add and/or discontinue an optional feature or features subsequent to the initiation of basic local exchange service.

4.1.5.E Reconnection of Service

Reconnection of Service allows a Customer to reinstitute service after service has been suspended. The phone number of a Customer whose service has been suspended will be reserved for a two-week grace period and service will be reconnected upon payment of the reconnection of service fee plus all delinquent service charges. Customers who seek to resume service after expiration of the two-week grace period must proceed under the terms of the application processing fee as described in Section 4.2.1.

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BASIC LOCAL TELECOMMUNICATIONS SERVICES

4.2 Basic Local Service Rates and Charges

4.2.1 Service Charges

(C,M,N)

A. General

1. Service Charges are nonrecurring charges applicable to various customer request for connecting, moving, or changing telephone service.
2. Unless specified elsewhere in this tariff, Service Charges for the initial establishment of telephone service are payable at the time application is made and prior to the establishment of service.
3. Service Charges are applicable for the following work functions:
 - A. Service Ordering Charge – Receiving, recording and processing information necessary to execute a customer’s request for service.
 - B. Line Connection Charge – Performing all or part of the operations associated with the connection of a central office line. Includes, but is not limited to, establishing, moving, or changing central office connections, or to the change of a telephone number when made at the customers request.
 - C. Premises Visit Charge – The charges applicable to all customer-requested orders for installation, move, change, rearrangement, and replacement of equipment, excluding customer premises wiring.
4. Service Charges, applicable to Lifeline customers, may be paid over a period of up to 12 months.

The Line Connection Charge for installation of new service is refundable for ten (10) business days following the date on which the Customer Information Bulletin is postmarked. Premises visit charges apply when Company dispatches service personnel to the Customer’s location.

	<u>Residential</u>
<u>Service Ordering Charge</u>	\$69.99
<u>Line Connection Charge</u>	\$49.99
<u>Premises Visit Charges</u>	
1st 15-minute interval	\$39.00
Additional 15-Minute Intervals	\$15.00

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BASIC LOCAL TELECOMMUNICATIONS SERVICES

4.2.2 Recurring Charges

Basic Local & Interexchange Telecommunications Service Monthly Service Charge	<u>Residential</u> \$39.95	(R,T) (R,T)
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4.2.3 Optional Features Rates and Charges

	<u>Monthly Fee</u>	<u>One Time Activation Fee</u>	
Call Forwarding`	\$ 5.00	N/A	(C)
Call Waiting	\$ 5.00	N/A	
Call Return	\$ 7.00	N/A	
Speed Dialing	\$ 5.00	N/A	
Non-Published Number	\$ 5.00	N/A	
Three-Way Calling	\$ 5.00	N/A	
Call Forwarding-Busy Line Don't Answer	\$ 5.00	N/A	 (C)
Caller ID	\$ 5.00		(D)
Caller ID Deluxe	\$10.00	\$10.00	(N)
Caller ID/Call Waiting Package	\$10.00	\$10.00	(N)
MCA (extended service)	\$20.00	\$10.00	(C)
Call Trace	\$ 5.00 per successful activation**		(M)

**No monthly fee or one time activation fee.

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4.2 Basic Local Service Rates and Charges

4.2.1 Application Processing Fee

The Application Processing Fee is a nonrecurring charge which applies to the installation of a new service and recovers the cost of receiving, recording, and processing a customer's request for service. The Application Processing Fee, plus the first month's service fee with associated taxes, must be paid to initiate service. The Application Processing Fee for installation of new service is refundable for ten (10) business days following the date on which the Customer Information Bulletin is postmarked or hand delivered to the Customer, along with the unused pro-rata portion (based on the number of days service has been provided) of the monthly service charge.

Application Processing Fee	\$60.00
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4.2.2 Recurring Charges

Basic Local Monthly Standard Service	\$49.95
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4.2.3 Optional Features Rates and Charges

	<u>Monthly Fee</u>
Call Forwarding	\$ 5.00
Call Waiting	\$ 5.00
Call Return	\$ 7.00
Speed Dialing	\$ 5.00
Unpublished Number	\$ 5.00
Three-Way Calling	\$ 5.00
Call Forwarding-Busy	
Line Don't Answer	\$ 5.00
Caller ID	\$ 5.00
MCA (extended service)	\$20.00

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BASIC LOCAL TELECOMMUNICATIONS SERVICES

4.2.4 Miscellaneous Charges and Processing Fees

The Basic Local Service charge does not include any federal, state, or local taxes or surcharges, including the Missouri 911/E911 surcharge, Relay Missouri surcharge, etc. Customer is responsible for payment of all such charges, which will be billed monthly and itemized in the Customer's bill pursuant to Commission rule. Additionally, Customer is responsible for the following Miscellaneous Processing Fees, where applicable.

Per Request or Occurrence

	<u>Residential</u>	
Transfer of Service	\$40.00	(I)
Change of Telephone Number	\$25.00	(R)
Options Processing Fee	\$15.00	(C)
Change of Name on Account	\$25.00	(N)
Reconnection of Service	\$39.95	(I)
Restoral of Service	\$39.95	(N)
Demand Charges		
Call Return	\$ 1 .59	
Directory Assistance		
Completion	\$0 .50	
Repeat Calls	\$1 .49	
Three-Way Calls	\$1 .59	
Verify Interrupt	\$ 2.99	(N)

Late Payment Fee

A late payment fee of \$5.00 will be assessed for payments received more than 21 days after the due date.

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4.3 Directory Listings

The Company shall provide for a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number, termed the primary listing, in the telephone directory published by the dominant exchange service provider in Customer's exchange area.

4.3.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of Customer is not impaired thereby. Where more than one line is required to properly list Customer, no additional charge is made.

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Per Request/Occurrence

Transfer of Service	\$30.00
Change of Telephone Number	\$30.00
Optional Service Initiation Fee	\$15.00
Reconnection of Service	\$30.00
Returned Check Charge	\$20.00
Call Trace	\$5.00 per successful activation**

**No monthly fee or initiation fee.

4.3 Directory Listings

The Company shall provide for a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number, termed the primary listing, in the telephone directory published by the dominant exchange service provider in Customer's exchange area.

- 4.3.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of Customer is not impaired thereby. Where more than one line is required to properly list Customer, no additional charge is made.
- 4.3.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 4.3.3 In order for listings to appear in an upcoming directory, Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 4.3.4 Directory listings are provided in connection with each Customer service as specified herein.

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BASIC LOCAL TELECOMMUNICATIONS SERVICES

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- 4.3.3 In order for listings to appear in an upcoming directory, Customer must furnish the listing to the Company in time to meet the directory publishing schedule. |
- 4.3.4 Directory listings are provided in connection with each Customer service as specified herein. | (M)

4.3.5 Directory Listing Non-Recurring Charges

Non-Recurring Charges associated with Directory Listings are as follows:

Non-Recurring

Primary Listing (one number) N/C

4.3.6 Recurring Charges

Monthly Recurring Charges associated with Directory Listings are as follows:

Monthly

Primary Listing (one number) N/C

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4.3.5 Directory Listing Non-Recurring Charges

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Non-Recurring

Primary Listing (one number) N/C

4.3.6 Recurring Charges

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Monthly

Primary Listing (one number) N/C

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4.4 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 (E-911) has the ability to selectively route an emergency call to the primary E-911 provider so that it reaches the correct emergency service located closest to the caller. In addition, Customer's address and telephone information will be provided to the primary E-911 provider for display at the Public Service Answering Point (PSAP).

- 4.4.1 The Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 Service Provider) with accurate information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to this Tariff. The Company recognizes the authority of the E-911 service provider to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 4.4.2 The Company will collect 911 and E-911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to '190.310 RSMo.
- 4.4.3 The Company undertakes no responsibility to inspect or to monitor 911 and E-911 Service facilities to discover errors, defects or malfunction in the emergency services.
- 4.4.4 By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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4.5 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services that may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are subject 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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4.6 Customer Information Bulletin

Upon receipt of the Service Order, the Company or its agents will personally deliver or mail, by first class mail, the Customer Information Bulletin, the form of which will be as follows:

IMPORTANT CUSTOMER INFORMATION FOR YOUR REVIEW BEFORE SERVICE CONNECTION

Rights and Responsibilities of Missouri Residential Telephone Customers

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

Your Telephone Bill

You will receive a telephone bill from the Company each month. The Company does not require a deposit for service. Payment for the first month's service is payable in advance and payment in advance for each month of service thereafter is due in full within 21 days of the invoice date. If we do not receive your payment within 21 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date. A late payment fee may also be assessed.

Payment Arrangements

Credit card payments are accepted by the Company by telephone only. If you are temporarily having difficulty paying your telephone bill, please call the Company's toll-free number 1(866) 392-7123 between 8:00 AM and 5:00 PM Central Time. By doing this, you may avoid having your telephone service suspended or disconnected. Your service shall not be discontinued unless written notice by first-class mail is sent or delivered to you at least ten days prior to the date of the proposed discontinuance.

Disconnection or Suspension of Telephone Service

Your telephone service is subject to suspension or disconnection for any of the reasons listed below. If you do not resolve the reason for suspension or disconnection, your service may be permanently disconnected. If service is disconnected, your telephone service can be reconnected upon payment of a Reconnection Charge as described in the "Reconnection of Service" section of this Information Bulletin. You will be assigned a new telephone number and you will be required to pay a Service Reconnection Charge under the "Reconnection Of Service" section of this Information Bulletin.

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4.6 Customer Information Bulletin

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**IMPORTANT CUSTOMER INFORMATION FOR YOUR
REVIEW BEFORE SERVICE CONNECTION**

Rights and Responsibilities of Missouri Residential Telephone Customers

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

Your Telephone Bill

You will receive a telephone bill from us each month. The Company primarily provides basic local exchange services on a prepaid basis. The Company does not require a deposit for service. Payment for the first month's service is payable in advance and payment in advance for each month of service thereafter is due in full within 21 days of the invoice date. If we do not receive your payment within 21 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date. A late payment fee may also be assessed.

Payment Arrangements

Payment must be sent to the Company or made at one of our Agent locations. Payment for service may be made by Money Order or cash at an authorized Agent location. Payments for service mailed to the Company must be in the form of a Money Order or Certified Check. Credit card payments are accepted by the Company by telephone only. If you are temporarily having difficulty paying your telephone bill, please call the Company's toll-free number 1(866) 392-7123 between 8:00 AM and 5:00 PM Central Time. By doing this, you may avoid having your telephone service suspended or disconnected. Your service shall not be discontinued unless written notice by first-class mail is sent or delivered to you at least ten days prior to the date of the proposed discontinuance.

Disconnection or Suspension of Telephone Service

Your telephone service is subject to disconnection or suspension for any of the reasons listed below. If you do not resolve the reason for disconnection or suspension, your service may be disconnected. If service is disconnected, your telephone number is reserved for two weeks, and can be reconnected within that time upon payment of a reconnection charge as described in the "Reconnection of Service" section of this Information Bulletin. If the reason for disconnection has not been resolved within the two-week period you will be required to reapply for service, pay an Application Processing Fee and first month's service charge and be assigned a new phone number.

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Nexus Communications, Inc.
3629 Cleveland, Ave., STE C, Columbus, OH 43224

Your service may be disconnected for any of the following reasons:

1. Nonpayment of an undisputed delinquent account. Your service will not be discontinued for nonpayment of a delinquent charge until ten days after a charge has become delinquent. Additionally, the Company will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your telephone service.
2. Unauthorized use of telephone utility equipment in a manner that creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
3. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
4. Misrepresentation of the identity in obtaining telephone utility service.
5. Incurs charges and evidences an intent not to pay such charges when due.

Residential Medical Emergency

Company will postpone a discontinuance for a time not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency, shall, if requested, provide Company with reasonable evidence of such necessity.

Reconnection of Service

After local telephone service has been disconnected, the Company will reconnect your service when the reason for disconnection has been remedied. Before reconnecting your service, the following will be required:

1. Payment for all undisputed amounts must be received by the Company or its authorized Agent .
2. If payment is received within the two-week grace period, the Service Reconnection Fee must be paid.
3. If payment is not received within the two-week grace period, you must apply for service and pay the Application Processing Fee and first month's service fee.

Procedures for Handling Inquiries and Complaints

Telephone inquiries may be made directly calling the Company at the Company's toll-free number 1-866-392-7132 between 8:00 AM and 5:00 PM Central Time, Monday through Friday. Written inquiries may also be directed to:

NEXUS COMMUNICATIONS, INC., d/b/a TSI
3629 Cleveland Ave., Suite C
Columbus, OH 43224

Filing a Complaint with the Missouri Public Service Commission

If the Company cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 200 Madison Street, Suite 100, Jefferson City, MO 65101, toll-free at 1-800-392-4211 to file an informal complaint. If your complaint cannot be resolved informally, you may file a formal complaint in writing with the Missouri Public Service Commission at their mailing address: P.O. Box 360, Jefferson City, Missouri 65102.

Also, the Missouri Office of the Public Counsel, representing the public before the Public Service Commission, has an office at 200 Madison Street, Suite 600, Jefferson City, Missouri 65101. The Public Counsel's telephone number is 1-573-751-4857.

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CALL TRACE

Allows Customers receiving annoying or anonymous calls to request (i) a telephone number change, which will be provided at no charge by the Company, or (ii) 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 the following information be recorded: the originating telephone number; the date and time of the call; 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 assist the customer (in exchanges where Sprint service is being resold) or activate a Voice Response Script which will assist the Customer in establishing an open file (in exchanges where SWBT service is being resold). Should the Customer decide to prosecute the call originating party, the Customer should contact 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 or customer may need to contact local law enforcement personnel to provide assistance.

OPERATOR SERVICES

The Company DOES NOT provide operator services.

TOLL SERVICES ARE BLOCKED

You are ordering Prepaid Service from the Company. Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Missouri that are within the exchanges (the Local Calling Area) in which the Company is authorized to offer and provide service.

Prepaid Service provides you with a single, voice-grade communications channel, including a telephone number and a Directory Listing. Prepaid Service permits you to:

- (i) place calls within the Local Calling Area;
- (ii) access 911 Service if available in your Local Calling Area;
- (iii) place calls to toll-free "800" or "888" telephone numbers.

Prepaid Service does not permit you to originate calls to direct dial (1+) or (0+) toll services; to caller-paid information services (e.g., "900", "976", "711"); or to (0-) access or services. Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

REFUND OF CONNECTION FEE AND FIRST MONTH'S CHARGES

The Connection Fee, along with a pro rata portion of the First Month's Prepaid Service Charges you paid at the time you signed-up for service, can be refunded to you if you cancel service anytime within 10 business days after signing up for service.

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BASIC LOCAL TELECOMMUNICATIONS SERVICES

SECTION 5 –TELEPHONE ASSISTANCE PROGRAMS

5.1 Lifeline Program

(N)

5.1.1 General

- A. Lifeline is a service designed to lower the monthly cost of the segment of basic local and interexchange telecommunications service known as essential local telecommunications service. This discount is applicable for only one telephone connection per household. Consistent with the requirements of 47 C.F.R. §54.405 and 4 CSR-3.570, NEXUS will make Lifeline service available to qualifying individuals.
- B. Qualified individuals will receive discounted basic essential local telecommunications service under either the Low-income Assistance Program or the Disabled Assistance Program.
- C. Toll restriction will be made available, upon request, at no charge.
- D. The deposit requirement is not applicable to a Lifeline customer who subscribes to toll restriction.
- E. Lifeline customers are exempt from paying the Federal Universal Service Charge and, where applicable, state sales tax.
- F. Customers eligible under the Lifeline program may also be eligible for connection assistance under the Link Up program.
- G. Consistent with the requirements of 4 CSR 240-31.050(3)(C), the provision of Lifeline service will provide the "services supported by either the low-income or disabled segment of the MoUSF for essential local telecommunications service provided to residential customers" as needed for emergency calls and the maintenance of necessary social contacts.
- H. Lifeline service is available to qualifying low-income subscribers for single party residential service and includes of the supported services as enumerated in 4CSR 240-3.570(3)(C)(1).
- I. As prescribed in 4 CSR 240-32.100(2), Custom Calling features will be made available to Lifeline subscribers on a non-discriminatory basis at regular tariff rates.

(N)

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5.1.2 Regulations

(N)

- A. One Lifeline credit is available per household and is applicable only to the customer's principle residence. The named subscriber must be a current recipient of any of the assistance programs identified in 5.1.4 and 5.1.5 following.
- B. Proof of eligibility in any of the qualifying assistance programs must be provided to the Company at the time of application for service.
- C. Under no circumstances will Lifeline credits be applied before proof of eligibility is provided to the Company.
- D. Lifeline Service will not be furnished on a foreign exchange line.
- E. Customers may change to Lifeline Service from any other type of residential service at no charge. If a Lifeline customer no longer qualifies for Lifeline Service, that customer may change back to another type of residential service. In either case there will be no charge for the change.
- F. All other charges, either recurring or non-recurring, for any other service will be billed at the Company's tariff rate for such service.

5.1.3 Eligibility

- A. Eligibility for participation in the Missouri Lifeline and Link Up Programs is applicable to a telephone subscriber who is participating in one of the state approved programs. Eligibility has also been extended to include any individuals in the telephone subscribers household provided that the household member, relied upon for eligibility, is;
 - 1. eligible and participating in one or more of the Commission approved programs;
 - 2. the financial responsibility of the telephone subscriber in his or her household.

(N)

BASIC LOCAL TELECOMMUNICATIONS SERVICES

5.1.4 Low-income Assistance

(N)

A. A low-income customer is any customer who request or receives residential essential local telecommunications service and who has been certified by the Department of Social Services as economically disadvantaged by participation in one of the following programs;

- 1. Medicaid
- 2. Food Stamps
- 3. Supplemental Security Income (SSI)
- 4. Low income Home Energy Assistance Program (LIHEAP)
- 5. federal public housing assistance/Section 8
- 6. National School Lunch Program
- 7. Temporary Assistance for needy Families (TANF)

B. Low-income assistance is available to all residential customers who demonstrate that they are eligible for support by participation in any of the foregoing programs.

5.1.5 Disabled Assistance Program

A. A disabled customer, or a household dependent, is any customer who request or receives residential essential telecommunications services, is totally and permanently disabled or blind, and is receiving any of the following;

- 1. Veteran Administration Disability Benefits
- 2. State Blind Pension (pursuant to 209.010 – 209.16, RSMo)
- 3. State Aid to Blind Persons (pursuant to 209.240, RSMo)
- 4. State Supplemental Disability Assistance payments administered by the Family Support Division (pursuant to 208.303 & 660.100.2, RSMo)
- 5. Federal Social Security Disability
- 6. Federal Supplemental Security Income

B. Customers eligible under the established criteria can receive a discount equal to the amount approved by the Missouri Public Service Commission.

(N)

BASIC LOCAL TELECOMMUNICATIONS SERVICES

5.1.6 Certification and Verification

(N)

A. Proof of eligibility should be provided to the Company at the time of application for service. Such proof shall be in the form of self-certification or by providing the company documentation that demonstrates the potential subscriber:

- is receiving benefits from at least of the low income or Disabled Assistance Programs identified in 5.1.4 and 5.1.5 preceding;
- Identifies all of the specific programs from which the customer receives benefits;
- Agrees to notify the Company if the customer ceases to participate in such programs.

B. Lifeline credits will not be provided until proof of eligibility has been received by the Company.

C. Nexus has elected to follow the FCC's recommendation that ETCs be required to verify annually the continued eligibility of a statistically valid sample of their Lifeline subscribers. Under this program, ETCs were free to verify directly with a state that particular subscribers continue to be eligible by virtue of participation in a qualifying Low-income or Disabled Assistance program.

D. Subscribers who are subject to this form of verification and who qualify through participation in either the Low-Income or Disabled Assistance Programs must prove their continued eligibility by sending a copy of their Medicaid card, or other Lifeline-qualifying assistance card or self-certifying, under penalty of perjury, that they continue to participate in the Lifeline-qualifying assistance program.

5.1.7 Territory

A. Lifeline is available within the base rate areas of all AT&T Missouri (SBC) exchanges as shown and defined in the Incumbent LEC's current and effective Tariffs on file with the Commission.

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5.1.8	<u>Rates and Charges</u>	(N)
A.	Lifeline is provided as monthly credits applied to the eligible residential subscriber's bill for that portion of the service that is considered to be "essential local telecommunications service" as defined in 4 CSR 240-31.050.	
B.	There are four (4) levels of Lifeline support referred to as "Tiers. The rate for Lifeline is the Company's tariff rate of Basic Essential Local Telecommunications Service less the "Tiered" support.	
C.	Eligible Lifeline subscribers will receive a reduction in the cost of their Basic Essential Local Exchange Service as indicated below.	
	<ul style="list-style-type: none"> • Tier 1 – equal to the Company's SLC (\$5.67) • Tier 2 –Federal Baseline Credit (\$1.75) • Tier 3 - State Low-income or Disability credit (\$3.50) • Tier 3 – Additional Fed Matching Credit (\$1.75) 	
	Total Lifeline Credit (\$12.67)	(N)

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BASIC LOCAL TELECOMMUNICATIONS SERVICES

5.2 Link Up Missouri

(N)

5.2.1 General

- A. Link Up Missouri is a federal assistance program available to eligible residential subscribers and provides for a reduction in the applicable charges associated with connection of telephone service to the public switched telephone network.
- B. The requirements for Link Up Missouri are the same as the requirements for Lifeline.
- C. Link Up Missouri provides a reduction to the Line Connection Charge applicable to the initial installation cost of the main residential service access line, as set forth in this tariff, of 50%, not to exceed \$30.00. This reduced charge shall be assessed only for a single residential telephone line per eligible household at the principal place of residence.
- D. Link Up Missouri is also applicable to the cost associated with the move of a Lifeline line provided that the address on the move order is different than the address on the original request for service.
- E. The customer may defer payment up to \$200.00 of the remaining charges without interest for a period not to exceed two (2) months. The deferred charges do not include any permissible security deposits required.
- F. Inside premises wiring is not covered by Link Up Missouri.
- G. The premises, at which the residence service is requested, must be the applicant's principle place of residence.
- H. Link Up Missouri assistance is available for a second or subsequent time only at a principle place of residence with an address different from the residence where the assistance was initially provided.
- I. There can only be one (1) telephone access line serving the residence premises. The premises is considered to be that portion of an individual dwelling occupied by a single family or individuals functioning as one (1) domestic establishment
- J. Link Up Missouri is not available on a Foreign Exchange service line or trunk.

(N)