

NPG DIGITAL PHONE, INC.

Regulations and Schedule of Intrastate Charges Applying to Basic Local, Nonswitched Local and Interexchange Voice Services within the State of Missouri

This tariff contains the descriptions, regulations and rates applicable to the Competitive Basic Local, Nonswitched Local and Interexchange Voice Services furnished by NPG Digital Phone, Inc. ("Company"), facilities-based, between one or more points in the state of Missouri, to business and residential customers.

The Company is certified as a competitive telecommunications company to provide competitive basic local telecommunications services in the exchanges of AT&T Missouri, Embarq, CenturyTel of Missouri, LLC, and Spectra Communications Group, LLC, d/b/a CenturyTel, as well as competitive nonswitched local exchange and interexchange telecommunications services in the state of Missouri, as approved in Case No. CA-2007-0149.

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, 825 Edmond Street, St. Joseph, Missouri 64501. Requests for information on rates and services can be directed to the Company at its principal place of business, or by contacting the Company at 816-279-1234, 877-861-9757, or stjoelive@npgco.com.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

WAIVER OF RULES AND REGULATIONS

Application of the following statutes and commission rules is waived:

Statutes

392.210.2	-	uniform system of accounts
392.240.1	-	rates-rentals-service and physical connections
392.270	-	valuation of property (ratemaking)
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 240-3.550(5)(C)	-	exchange boundary map
4 CSR 240-10.020	-	depreciation fund income
4 CSR 240-30.040	-	uniform system of accounts

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

TABLE OF CONTENTSSheet No.

Title	Page	Title
Waiver of Commission Regulations and Statutes	1	1
Table of Contents	2	2
Explanation of Symbols	3	3
Tariff Format	3	3
1. Technical Terms and Abbreviations	4	4
2. Rules and Regulations	6	6
2.1. Undertaking of the Company	6	6
2.2. Limitations	8	8
2.3. Liability of the Company	10	10
2.4. Service Availability	13	13
2.5. Obligations of the Customer	14	14
2.6. Customer Equipment and Channels	16	16
2.7. Interruption of Service	17	17
2.8. Payment Arrangements	18	18
2.9. Taxes and Other Charges	19	19
2.10. Use of Customer's Service by Others	19	19
2.11. Cancellation of Service	20	20
2.12. Notices and Communications	20	20
2.13. Special Construction and Special Arrangements	20	20
2.14. Dispute Resolution	21	21
2.15. Statement of Customer's Rights and Responsibilities	23	23
3. Service Descriptions and Service Areas	25	25
3.1. Digital Phone Service	25	25
3.2. Basic Local Voice Service	30	30
3.3. Miscellaneous Voice Services	31	31
3.4. Message Telecommunications Service	32	32
3.5. 9-1-1 Telecommunications Service	32	32
4. Rates	34	34
4.1. Voice Services Rates	34	34
4.2. Miscellaneous Rates	39	39
4.3. Customer-specific Pricing	39	39
4.4. Individual Case Basis (ICB) Arrangements	39	39
4.5. Employee Rates	39	39
4.6. Promotional Offerings	40	40

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

EXPLANATION OF SYMBOLS

A revision of a Tariff Page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the Page, are used to signify:

- (C) - Change in regulation
- (D) - Discontinued rate or regulation
- (I) - Increased rate
- (M) - Moved from another tariff location
- (N) - New rate or regulation
- (R) - Reduction in a rate or charge
- (T) - Change in text but no change in rate or regulation
- (Z) - Correction

TARIFF FORMAT

- A. Sheet Numbering – Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets Nos. 2 and 3 would be Sheet No. 2.01.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 2nd revised Sheet No. 2 canceling the 1st revised Sheet No. 2.
- C. Paragraph Numbering Sequence – There are eight 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)

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

1. TECHNICAL TERMS AND ABBREVIATIONS

1.1 Explanation of Abbreviations and Acronyms

Cont'd – Continued
IXC – Interexchange Carrier
ICO – Independent Company
ICE – Independent Company Exchange
KCC – Kansas Corporation Commission
LATA – Local Access and Transport Area
LEC – Local Exchange Company
MTS – Message Telecommunication Service
NPA – Numbering Plan Area
PIC – Primary Interexchange Carrier
TDD – Telephone Device for the Deaf
TRS – Telecommunications Relay Service

1.2 Definition of Terms

Basic Local Voice Service: A basic line that allows a customer to place and receive voice telecommunications transmissions over the Public Telephone Switched Network. (Also, "Basic Service.")

Commission (PSC): The Missouri Public Service Commission.

Company: NPG Digital Phone, Inc.

Company's Affiliate: NPG Cable, Inc., doing business as St. Joseph Cablevision and Cheetah High Speed Internet Service.

Completed: A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Customer: The person or persons who orders Service and are responsible for payment of charges due and compliance with the Company's Tariff regulations. This term also includes a person or persons who were Customers of the Company within the past 30 days and who requests Service at the same or different location.

Customer-Provided Equipment (CPE): Equipment provided by the Customer for use with the Company's Services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

1. TECHNICAL TERMS AND ABBREVIATIONS (continued)

1.2 Definition of Terms (continued)

Digital Phone Service or Digital Service: The provision to the Customer of access to the Company's Internet Protocol voice network and the public switched telephone network for the purpose of sending and receiving calls.

End User: Any Customer that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "End User" when such carrier uses the Company's Service for administrative purposes.

Message: A completed telephone call.

Nonrecurring Charge: A one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

Recurring Charge: The monthly charge to the Customer for Services, facilities and equipment, which continue for the agreed upon duration of the Service.

Service(s) or Voice Service(s): The basic local, nonswitched local and interexchange voice services provided by the Company under this Tariff.

Termination of Service: Discontinuance of both incoming and outgoing Service.

User: A Customer, or any other person authorized by a Customer to use Service provided under this Tariff.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS2.1 Undertaking of the Company

- A. This Tariff sets forth terms and conditions applicable to the furnishing of the Digital Service and Basic Service defined herein offered by the Company within the state of Missouri. Digital Phone Service and Basic Service are furnished for the use of End Users in placing and receiving calls within the state of Missouri.
- B. When Services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the service or facilities furnished by it.
- C. When Services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Services and facilities.
- D. This Tariff applies only for the use of the Company's Services within the state of Missouri. This includes the use of the Company's network to complete an end-to-end call within the state of Missouri and to obtain access to the intrastate and interstate interexchange services offered by the Company.
- E. The provision of Digital Phone Service or Basic Service defined herein is subject to regulations specified in this Tariff and may be revised, added to, or supplemented by superseding issues.

2.1.1. Shortage of Equipment or Facilities

The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and technical capabilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from carriers to furnish Service from time to time as required at the sole discretion of the Company.

2.1.2 Terms and Conditions

- A. Digital Phone Service is not supported by a back-up power source, and if the electrical power is not operating, the Digital Phone Service, including the ability to access emergency 911 services, will not be available. The Company accepts no responsibility for Service outages due to the non-availability at the Customer's premises of high speed cable modem data service or cable television service or electric power. (Although Digital Phone Service is not supported by a back-up power source, a battery back-up option is available at an additional charge.)

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.2 Terms and Conditions (continued)

- B. Digital Phone Service may not be compatible with security systems and, in order to maintain any necessary alarm monitoring functions, the Company recommends that Customers with security systems maintain separate analog lines dedicated to the alarm system. The Company is not responsible for any damage to alarm systems that may result should Digital Phone Service be used with an alarm system.
- C. Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- D. Customers may be required to enter into written service orders that shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- E. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- F. Service may be terminated upon written notice to the Customer if the Customer is using the Service in violation of this Tariff or the law.
- G. This Tariff shall be interpreted and governed by the laws of the state of Missouri without regard for its choice of laws provision.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)2.2 Limitations

2.2.1 Indemnification

A. The Company shall not be liable for any claims for loss or damages involving:

1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (c) common carriers or warehousemen;
2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other natural catastrophes; national emergencies, insurrections, riots, wars or other civil commotion; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and Services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services, or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section 2.2;
7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)2.2 Limitations (continued)

2.2.1 Indemnification (continued)

10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
 11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of the Company's system, interruption of the Customer's high speed cable modem data service or cable television service or electric power to Customer's premises;
 12. Any non-completion of calls due to network busy conditions or network failures;
 13. Any calls not actually attempted to be completed during any period that Service is unavailable;
 14. Blockages by other providers of services; and/or
 15. Any damage to a Customer's alarm monitoring system resulting from use of that system with the Digital Phone Service. Digital Phone Service may not be compatible with alarm monitoring systems.
- B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer equipment or facilities or Service provided by the Company.
- C. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- D. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)2.2 Limitations (continued)

2.2.1 Indemnification (continued)

- E. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- F. The Company is not liable for any errors and omissions in local directories. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.
- G. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- H. The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.

2.3 Liability of the Company

2.3.1 General

- A. Except as otherwise stated in this Tariff, liability of the Company for damages arising out of either (1) the furnishing of its Services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following. The extension of credit allowances as described in Section 2.7 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost income or profits, even if advised of the possibility of the same.
- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)2.3 Liability of the Company (continued)

- 2.3.2 The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed the amount of the credit allowance described in Section 2.7 herein. The extension of credit allowances as described in Section 2.7 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost income or profits, even if advised of the possibility of the same.
- 2.3.3 The Company shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.
- 2.3.4 The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any 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 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;
 - B. Connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems;
 - C. Any loss, destruction or damage to property of the Company, the Customer, or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, family members or invitees;
 - D. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this Tariff or any agreement between the Customer and the Company; or
 - E. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)2.3 Liability of the Company (continued)

- 2.3.5 Emergency 911 Service (E911) is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Except in instances of gross negligence or intentional wrongdoing, the Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.

When a Customer with a nonpublished telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

The Company will supply subscriber information to the incumbent local exchange carrier to update the Emergency 911 Service database at the time the Company installs Customer's service pursuant to this Tariff.

At the time the Company provides basic local service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911. At that time, the Company will be obligated to provide facilities to route calls from the end users to the proper PSAP.

The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo. 190-310.

- 2.3.6 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.3.7 THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)2.4 Service Availability

2.4.1 Notification of Service-affecting Activities

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

2.4.2 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- D. Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided it. The service address associated with an emergency 911 call is the authorized address where the Digital Phone Service or Basic Service is originally provided, and, in the case of Digital Phone Service, Customer's movement of the equipment installed by the Company from the original service location will result in the identification of emergency 911 calls from the original service location. Access to emergency 911 services may therefore be limited if the Company-provided equipment is moved from the original service location.
- E. The Customer may be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or User when the Service difficulty or trouble reported results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer or User.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)2.4 Service Availability (continued)

2.4.2 Provision of Equipment and Facilities (continued)

- F. The Company shall not be responsible for the installation, operation or maintenance of any Customer or User provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for the transmission of signals by Customer Provided Equipment or for the quality of, or defects in, such transmission, or the reception of signals by Customer Provided Equipment.

2.4.3 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its affiliates, agents or contractors.

2.5 Obligations of the Customer

2.5.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this Tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User, or by the noncompliance by the Customer or any User with these regulations, or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide Digital Phone Service or Basic Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;
- D. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- E. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)2.5 Obligations of the Customer (continued)

2.5.2 Prohibited Activities and Uses

- A. The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, which consent shall not be reasonably withheld, assign, transfer, or in any other manner dispose of any of its rights, privileges or obligations under this Tariff, and any attempt to make such an assignment, transfer, or disposition without consent shall be null and void.
- C. The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- D. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for Services provided pursuant to this Tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.
- E. A Customer or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

2.5.3 Claims

With respect to any Service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees; or
- B. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Tariff.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)2.6 Customer Equipment and Channels

2.6.1 General

A User may transmit or receive information or signals via the facilities of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this Tariff, the Company does not guarantee that its Services will be suitable for purposes other than those described herein.

2.6.2 Station Equipment

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.
- B. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. All such Customer-Provided Equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-Provided Equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-Provided Equipment.

2.6.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this Tariff and the Tariff of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this Tariff may be connected to Customer-Provided Equipment in accordance with the provisions of this Tariff.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)2.6 Customer Equipment and Channels (continued)

2.6.4 Inspections

If the protective requirements for Customer-Provided Equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

2.7 Interruption of Service

A. Upon Customer request, the Company will credit a Customer's account for Service interruptions that are not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and is not in the Customer's wiring or equipment. For purposes of computing a credit, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for each full hour of any interruption. B. No credit allowance will be made for:

1. interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, User, or other common carrier providing service connected to the Service of the Company;
2. interruptions due to the negligence of any person other than the Company, including but not limited to, the Customer or other common carriers connected to the Company's facilities;
3. interruptions due to the failure or malfunction of non-Company equipment;
4. interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
6. interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and
7. interruption of Service due to circumstances or causes beyond the control of the Company.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)2.8 Payment Arrangements

2.8.1 Payment

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer.

2.8.2 Billing and Collection of Charges

A. All Customer bills are due and payable upon receipt. A bill shall be deemed delinquent if payment thereof is not received by the Company on or before the twenty-first (21st) day after rendition of the bill to the Customer. If any portion of the payment is received in funds which are not immediately available, then a late payment penalty on all unpaid amounts not in dispute may be assessed by the Company, calculated at the maximum monthly rate specified under Missouri law.

B. The Company may charge a returned check fee of \$20.00 for each check returned for nonpayment by a bank. The Company will furnish proof of the bank charge upon request.

2.8.3 Disputed Bills

If the Customer has a complaint or a question about, or seeks to dispute charges on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill. If the Customer is not satisfied with the Company's response, the Company will advise the Customer of the formal and informal procedures available before the Missouri Public Service Commission.

2.8.4 Discontinuance of Service

A. If payment is not received within twenty one (21) days of the due date, a disconnect notice may be sent to the Customer. A written notice will be sent by first class mail at least ten (10) days prior to the proposed date of discontinuance. In the alternative, the Company may deliver a written notice by hand to the customer at least ninety-six (96) hours prior to discontinuance. The Company will make reasonable efforts to contact a residential Customer at least 24 hours prior to suspension of telephone service.

B. If the Customer's account is disconnected due to nonpayment, Services may be reconnected only by paying all past due amounts, and a reconnection fee may apply.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)2.9 Taxes and Other Charges

The Customer may be responsible for payment of any federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Services by governmental jurisdictions, other than taxes imposed generally on the Company's net income. All such taxes and other charges will be listed as separate line items on Customer's bill.

Missouri Universal Service Fund

- A. The Company will place on each retail end-user customer's bill a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Commission.
- B. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
- C. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

2.10 Use of Customer's Service by Others

2.10.1 Resale of Service

Services provided hereunder are provided solely for the use of the Customer and the Customer's employees, agents, visitors, clients and guests. Customers may not resell such Service to a third party for any form of compensation.

2.10.2 Transfers and Assignments

Neither the Company nor the 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. The address associated with an emergency 911 call is the authorized address where the Digital Phone Service is originally provided, and movement of the Company-supplied equipment from the original service location will result in the identification of emergency 911 calls from the original service location.

All service provided under this Tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Tariff and any other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)2.11 Cancellation of Service

If a Customer cancels a service order or terminates Services before the completion of any term for any reason whatsoever other than a Service interruption (as provided in Section 2.7), the Customer agrees to pay to the Company, where applicable:

- A. all nonrecurring charges as specified in this Tariff, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- C. all recurring charges specified in this Tariff for the balance of any then-current term on a prorated basis.

2.12 Notices and Communications

All notices or other communications required to be given pursuant to this Tariff will be delivered via e-mail and first class mail. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13 Special Construction and Special Arrangements

2.13.1 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction and special arrangements may be undertaken on a reasonable-efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this Tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal Tariff conditions.

Special construction considerations include:

- 1) Where facilities are not presently available, and there is no other requirement for the facilities so constructed.
- 2) Of a type other than that which the Company would normally utilize in the furnishing of its services.
- 3) Over a route other than that which the Company would normally utilize in the furnishing of its services.
- 4) In a quantity greater than that which the Company would normally construct.
- 5) On an expedited basis.
- 6) On a temporary basis until permanent facilities are available.
- 7) In advance of Company's normal construction.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)2.13 Special Construction and Special Arrangements (continued)

2.13.2 Basis for Charges

Where the Company furnishes a facility or Service for which a rate or charge is not specified in this Tariff, charges will be based on the costs incurred by the Company and may include:

- nonrecurring charges;
- recurring charges;
- termination liabilities; or
- combinations thereof.

The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated service of the facilities provided.

2.13.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

2.14 Dispute Resolution

This Section applies to any dispute, controversy, or claim, whether based in contract, tort, equity, statute or any other legal theory, between the Customer and the Company arising out of, or relating to, any service, product, facilities, charge, advertising, representation, act or omission of the Company, or any other dispute, controversy, or claim arising from the relationship between the parties that either the Customer or the Company has against the other, regardless of the date of accrual and even if the dispute, controversy, or claim arises after service has terminated (hereinafter collectively referred to herein as "Dispute" or

"Disputes"). All Disputes must be resolved as described in this Section. BY ORDERING AND/OR CONTINUING SERVICES PROVIDED IN THIS TARIFF, THE CUSTOMER AGREES THAT ANY DISPUTE WILL BE RESOLVED BY THE DISPUTE RESOLUTION PROCESS DESCRIBED HEREIN AND NOT BY A JUDGE OR JURY IN COURT.

If the Customer has a Dispute with the Company, the Customer must first call the Company's Customer Service department, at the number listed on the Customer's invoice, to attempt to resolve the Dispute. The Customer must describe the Dispute and provide the Company with any supporting documentation reasonably requested by the Company. Likewise, if the Company has a Dispute with the Customer it will notify the Customer by letter sent to the Customer's billing address and attempt to resolve it before pursuing arbitration. If the parties are unable to resolve the Dispute within 60 days of the initial notice, either party may request arbitration as described below.

MANDATORY ARBITRATION OF DISPUTES. ANY DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY, OR ANY EMPLOYEE, AGENT, PRIVY OR AFFILIATED ENTITY OF EITHER PARTY, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THIS PROCESS, INCLUDING THE ARBITRABILITY OF ANY DISPUTE UNDER THIS TARIFF AND THE REVIEW OF ANY AWARD.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)2.14 Dispute Resolution (continued)

The arbitration will be conducted by and under the then-applicable commercial arbitration rules of the American Arbitration Association ("AAA") at the nearest AAA Case Management Center or other location as agreed upon by Customer and Company. A single neutral arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who will cooperate in good faith to select the arbitrator. All expedited procedures prescribed by the applicable rules will apply. All required fees and costs will be paid equally by the parties as set forth in the AAA commercial arbitration rules. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

No Dispute may be joined with another lawsuit, claim, dispute, or arbitration brought by any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Tariff and may not award punitive damages.

If any party files a judicial or administrative action to resolve a Dispute without first complying with the provisions of this Section and another party successfully stays such action and/or compels arbitration, the party filing that judicial or administrative action must pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including attorney's fees.

Notwithstanding the provisions of this Section, the Customer may file a complaint with the Commission as described in Section 2.15.

If any portion of this Section is determined to be invalid or unenforceable, the remainder of this Section and this Tariff shall remain in full force and effect.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)**2.15 Statement of Customer's Rights and Responsibilities**

Pursuant to Commission Rule 240-3.555(2), the Company will provide its Customers with the following information at the time service is established:

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. NPG Digital Phone, Inc. provides competitive basic local, nonswitched local and interexchange telephone service. Payment in full is due within 21 days of the date of the bill. If we do not receive your payment within 21 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

Payment Arrangements

Payment may be sent to NPG Digital Phone, Inc. or made at one of our Agent locations. Payment for service may be made by electronic payment, credit card or check, or may be paid in cash at an authorized Agent location.. If you are temporarily having difficulty paying your telephone bill, please call NPG Digital Phone, Inc. immediately at 1-877-861-9757. By doing this, you may avoid having your phone service suspended or disconnected.

Suspension or Disconnection of Telephone Service

Your telephone service is subject to suspension or disconnection for any of the reasons listed below. If service is disconnected, a new telephone number may have to be assigned and you will be required to pay new service installation charges. If service is suspended, your telephone number is reserved for 10 days and you will not be charged new service installation charges. However, you will be required to pay a restoration charge.

- 1) Nonpayment of an undisputed delinquent account.
- 2) Failure to post a required deposit for guaranty.
- 3) 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.
- 4) Failure to comply with the terms of a payment arrangement or settlement agreement.
- 5) Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- 6) Misrepresentation of customer's identity in obtaining telephone utility service.
- 7) As provided by state or federal law.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

2. RULES AND REGULATIONS (continued)2.15 Statement of Customer's Rights and Responsibilities (continued)**Reconnection of Service**

After local telephone service has been suspended or disconnected, NPG Digital Phone, Inc. will restore your service when the reason for the service interruption has been remedied. Before restoring your service, the following will be required:

- 1) Payment for all undisputed amounts must be received by NPG Digital Phone, Inc. or its authorized Agent.
- 2) Installation charges must be paid again if your service has been disconnected. Installation charges will not be charged if your service has been suspended. However, you will be required to pay a restoration charge.
- 3) One month's advance payment and/or a deposit has been made.

Procedures for Handling Inquiries and Complaints

Telephone inquiries may be directed to NPG Digital Phone, Inc. at 1-877-861-9757. Written inquiries may be directed to NPG Digital Phone, Inc. at 825 Edmond Street, St. Joseph, Missouri 64501.

Filing a Complaint with the Missouri Public Service Commission

If NPG Digital Phone, Inc. cannot resolve your complaint, you may contact the Missouri Public Service Commission, located at Governor's Office Building, 200 Madison Street, P. O. Box 360, Jefferson City, Missouri, 65102-0360, 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 65102-0360.

Also, the Missouri Office of the Public Counsel, representing the public before the Missouri Public Service Commission, has an office at 200 Madison Street, Suite 650, P.O. Box 7800, Jefferson City, Missouri, 65102-7800. The Public Counsel's telephone number is 1-573-751-4857.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

3. SERVICE DESCRIPTIONS AND SERVICE AREAS

3.1 Digital Phone Service

3.1.1 General

A. Description

1. Digital Phone Service provides a voice channel to the Company's network which enables the Customer to:
 - (a) place and receive calls to and from other subscribers to the Company's Digital Phone Service and on the public switched telephone network;
 - (b) access the Company's intrastate, interstate and international long distance services;
 - (c) access the operator service and business office for Service-related assistance, access toll-free telecommunications services such as 800 toll-free calling, and access E-911 service for emergency calling; and
 - (d) originate calls to the Telecommunications Relay Service (TRS) that enables hearing or speech-impaired persons using Telephone Devices for the Deaf (TDDs) or similar devices to communicate with the hearing population not using TDDs and vice versa. A Customer will be able to access the state provider to complete such calls.
2. Digital Phone Service is not supported by a back-up power source at the Customer's location, and if electrical power and/or the Company's broadband Internet access services are not operating, the Digital Phone Service, including the ability to access emergency 911 services, will not be available, absent Customer's selection of the battery back-up option, available at an additional charge.

- B. The provision of Digital Phone Service at the rates and charges and terms and conditions shown is subject to the provisions of other sections of this Tariff.

3.1.2 Digital Phone Service Description

A. General

The Digital Phone Service provides Customers with access to the Digital Phone Service as described herein, including the ability to place and receive calls to and from other subscribers to the Company's Digital Phone Service and on the public switched telephone network and the functionality described in Section 3.1.1 herein.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

3. SERVICE DESCRIPTIONS AND SERVICE AREAS (continued)3.1 Digital Phone Service (continued)

3.1.2 Digital Phone Service Description (continued)

B. Custom Calling Features and Services

Custom Calling Features in subsections (1) to (14) below are included at no additional charge as part of the Company's Digital Phone Service described in this Tariff, where such services are available. Accordingly, there are no monthly recurring charges associated with the features set forth below.

1. Anonymous Call Rejection. A service that rejects incoming calls from anonymous callers who have blocked their numbers. Callers will hear a message stating that the party they are calling does not accept anonymous calls. Anonymous Call Rejection also allows the flexibility to turn the service on or off by dialing a code. Press *77 to turn the ACR service on and press *87 to turn the ACR service off.
2. Call Forwarding. A calling feature to forward calls made to one phone number to another phone number. To activate Call Forwarding, press *72. At the dial tone, enter the phone number to which calls are to be forwarded. If the line is busy or not answered, repeat the above process and Call Forwarding will be activated even if the line was busy or unanswered. To turn off Call Forwarding, press *73. The transmission quality of a forwarded call may vary depending on the distance and routing necessary to complete the call.
3. Call Forwarding Busy/No Answer (for Voice Mail use only). A service that automatically forwards incoming calls that encounter a busy condition or are not answered, after a customer-designated interval, to another local or long distance phone number where network facilities permit. The transmission quality of a forwarded call may vary depending on the distance and routing necessary to complete the call. Service may not be available for all calls, in some areas, with some types of services or telephone equipment, and for calls forwarded outside of the United States. Calls forwarded outside Customer's service area will be carried by the long distance provider of Customer's choice. Customer can request activation or deactivation of this service through the Company's Customer Care Center.
4. Call Trace. Customers receiving annoying or anonymous calls may request the capability to utilize Call Trace on a per activation basis, as needed. If a trace is successful, the Company's equipment will record the originating telephone number, and the date and time of the call. The results of the trace will be disclosed to a law enforcement agency. Call Trace is available where facilities permit.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

3. SERVICE DESCRIPTIONS AND SERVICE AREAS (continued)3.1 Digital Phone Service (continued)

3.1.2 Digital Phone Service Description (continued)

B. Custom Calling Features and Services (continued)

5. Call Waiting. A feature that enables Customer to put one call on hold while answering a second incoming call. Customer then has the flexibility to alternate between the two calls if needed. To use Call Waiting, press and release the receiver button to answer an incoming call; press the receiver button again to return to the first call. If a third caller tries to call when the feature is in use, that caller will either hear a busy signal or be forwarded to Customer's Voice Mail, if Customer subscribes to that service. To temporarily deactivate the Call Waiting feature, press *70 immediately before dialing a phone number. The Call Waiting feature is reactivated and available once that call is terminated.
6. Call Waiting ID. A service that combines the two features of Call Waiting and Caller ID. Call Waiting ID allows Customer to see the details of an incoming call while on another call. Call Waiting ID works with a Call Waiting ID-capable phone or display unit, and shows the date, time, name, and phone number of incoming callers. Customer can choose to put the first caller on hold or allow the second caller to be forwarded to Customer's Voice Mail, if Customer subscribes to that service.
7. Caller ID. A service that enables the Customer to view on a display unit to display the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. When Caller ID is activated on a Customer's line, CPN of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle.

Per-line blocking for blocking of CPN will be available upon request, at no charge, ONLY to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to the Company:

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

The CPN will not be transmitted from a line equipped with this capability. Per-line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. Line blocking Customer can unblock their CPN information on a per-call basis, at no charge, by dialing an access code (*82 on their touch tone pad) immediately prior to placing a call.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

3. SERVICE DESCRIPTIONS AND SERVICE AREAS (continued)3.1 Digital Phone Service (continued)

3.1.2 Digital Phone Service Description (continued)

B. Custom Calling Features and Services (continued)

7. Caller ID (continued)

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code, *67, immediately prior to placing a call. The access code will activate per-call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customer will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from customer-owned pay telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller either the called party will not accept calls whose CPN has been blocked or another message.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

8. Repeat Dial. A service that will dial a number that is busy, then alert Customer with a distinctive ring when the line is no longer busy. To activate Auto Redial, press *66. If the busy number becomes available within 30 minutes, Customer is alerted with a distinctive ring and can pick up the phone to be connected and the called number will be ringing. If Auto Redial cannot complete a call, a recorded announcement is . To deactivate Auto Redial, press *86. You can still use the phone line to make and receive calls even when Auto Redial is activated and checking a phone number for availability. Auto Redial does not work with toll-free, 900/976 numbers, or PBX extensions.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

3. SERVICE DESCRIPTIONS AND SERVICE AREAS (continued)3.1 Digital Phone Service (continued)

3.1.2 Digital Phone Service Description (continued)

B. Custom Calling Features and Services (continued)

9. Return Call. A service that enables Customer to call back the last incoming number, originating within Customer's local service area, whether or not the call was answered. To use Call Return, press *69. If the line is available, the call will go through. If the line is busy, the Call Return service will continue checking the line, for up to 30 minutes, and alert with a distinctive ring when the line is no longer busy. To deactivate Return Call while waiting for the person you are trying to reach to become available, press *89.
10. Selective Call Acceptance. A feature that screens incoming calls against a list of up to twelve (12) numbers Customer specifies, and then accepts calls from only those numbers on the list when feature is activated. To activate or deactivate the feature, dial *64, listen to the ON/OFF announcement, then press 3 to turn the feature on or off.
11. Selective Call Forward. A feature that screens incoming calls against a list of up to twelve (12) numbers Customer specifies, and then forwards to Customer's specified phone number calls from only those numbers on the list when feature is activated. To activate or deactivate the feature, dial *63, listen to the ON/OFF announcement, then press 3 to turn the feature on or off.
12. Selective Call Reject. A feature that screens incoming calls against a list of up to twelve (12) numbers Customer specifies, and then rejects calls from only those numbers on the list when feature is activated. To activate or deactivate the feature, dial *60, listen to the ON/OFF announcement, then press 3 to turn the feature on or off.
13. Speed Dialing 8. A feature that allows Customer to store up to eight (8) phone numbers to be subsequently dialed by pressing the pre-designated single-digit code, then the # button. To activate, press 74#.
14. Three-way Calling. A feature that allows Customer to conduct business on one conference call with two parties at once instead of placing two separate calls. Three-Way Calling bridges two separate calls so Customer can conduct a conference call with both parties at the same time. Whether the participants have local, long distance, or international telephone numbers, Three-way Calling can bring them all together. Applicable long distance charges will apply.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

3. SERVICE DESCRIPTIONS AND SERVICE AREAS (continued)

3.1 Digital Phone Service (continued)

3.1.3 Service Area

The Company provides service in all or portions of the following exchanges where appropriate and necessary network facilities are available:

A. Local Exchange Service Area - AT&T Missouri

Agency
San Antonio
St. Joseph

B. Local Exchange Service Area - CenturyTel of Missouri, LLC

Savannah

3.2 Basic Local Voice Service

3.2.1 General

A. Description

Basic Local Voice Service provides a connection to the Company's switched network which enables the Customer to:

1. place and receive calls to and from other subscribers on the public switched telephone network;
2. access the Company's intrastate, interstate and international long distance services;
3. access E-911 service for emergency calling; and
4. originate calls to the Telecommunications Relay Service (TRS) that enables hearing or speech-impaired persons using Telephone Devices for the Deaf (TDDs) or similar devices to communicate with the hearing population not using TDDs and vice versa. A Customer will be able to access the state provider to complete such calls.

- B. The provision of Basic Local Voice Service at the rates and charges and terms and conditions shown is subject to the provisions of other sections of this Tariff.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

3. SERVICE DESCRIPTIONS AND SERVICE AREAS (continued)

3.2 Basic Local Phone Service (continued)

3.2.2 Service Area

The Company provides service in all or portions of the following exchanges where appropriate and necessary network facilities are available:

A. Local Exchange Service Areas - AT&T Missouri

Agency
San Antonio
St. Joseph

B. Local Exchange Service Area - CenturyTel of Missouri, LLC

Savannah

3.3 Miscellaneous Voice Services

3.3.1 General Terms and Conditions

- A. The features in this Section are included in the Company's Voice Service offerings.
- B. All features are provided subject to availability. Features may not be available with all classes of Service. Transmission levels may not be sufficient in all cases.

3.3.2 Directory Services

- A. Directory Assistance Service. Directory Assistance Service (411) is furnished upon Customer request for assistance in determining telephone numbers. Customers will be charged for all requests, including requests for listings that are not found.
- B. Directory Assistance Call Completion Service. Directory Assistance Call Completion Service provides a Customer calling Directory Assistance with the option of having the call to the last requested number completed. A service message will inform the Customer that he or she may be connected to the requested number automatically for a specified additional charge.

3.3.3 Directory Listing Services.

Listings are regularly provided in connection with all classes of Voice Service, unless the Customer subscribes to Non-published or Non-listed Service. The alphabetical directory is a list of names that includes information essential to the identification of the listed party and facilitates the use of the directory. The Company reserves the right to refuse to publish listings which, in the judgment of the Company, are considered inappropriate. Customer is entitled to one copy of the incumbent local exchange carrier's white pages directory delivered to Customer at no charge.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

3. SERVICE DESCRIPTIONS AND SERVICE AREAS (continued)3.3 Miscellaneous Voice Services (continued)

3.3.3 Directory Listing Services (continued)

A. Additional and Foreign Listings

1. Additional Listings are provided in addition to the main listing. Additional Listings may be used to help locate another individual in addition to the main listed person in a dual name listing.
2. Customers may request a Foreign Listing, which is a listing entered in the alphabetical list of a directory other than that in which the Customer is regularly listed.

B. Nonlisted Service. At the request of the Customer, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

C. Nonpublished Service

1. The numbers of Nonpublished Service are not listed in the telephone directory or in the information records available to the general public.
2. Nonpublished information may be released to emergency service providers and to entities that require the information to provide Service and/or bill their clients.

D. Referral. Upon disconnection of a line the Customer may request an announcement referring the caller to the Customer's new number for up to 30 days from the date of disconnect.

3.4 Message Telecommunications Service

Customers of the Company's Voice Services will be entitled to place calls to any location within the United States. Customers also will be able to place international calls in accordance with separate arrangements between the Customer and the Company. The Company will also allow Customers their choice of intraLATA and interLATA interexchange carriers pursuant to the equal access requirements.

3.5 9-1-1 Telecommunications Service

The Company is obligated to supply the E-911 service provider in the Company's service area with accurate information necessary to the incumbent local exchange carrier to update the E-911 database at the time the Company installs Customer's service pursuant to this Tariff.

At the time the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in order to accurately and properly update the database for E-911.

3. SERVICE DESCRIPTIONS AND SERVICE AREAS (continued)

3.5 9-1-1 Telecommunications Service (continued)

The Company will provide facilities to route calls from the end users to the proper Public Safety Answering Point. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company recognizes its responsibility to E-911 administrators to collect and remit any applicable E-911 taxes or surcharges as required in the serving areas identified per this Tariff. All required E-911 taxes or surcharges will be collected and remitted to the appropriate authority as required by the applicable governing body.

The Company will observe and adhere to the Commission's emergency telephone service rules in 4 CSR 240-34.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

4. RATES4.1 Voice Services Rates

4.1.1 Service Connection and Related Charges

A. General

1. Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this Tariff.
2. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
3. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.
4. Connections, moves, or changes of Service that are incidental to connections, moves, or changes in the high speed cable modem data service or cable television service, provided to the Customer via the Company's Affiliate, will not be subject to charges under this Schedule of Rates, but may be subject to charges imposed by the Company pursuant to the applicable subscriber agreement.
5. A Service Connection Charge will apply when a party already subscribing to the high speed cable modem data service or cable television service, provided to the Customer via the Company's Affiliate, requests establishment of Digital Phone Service.

B. Rates and Charges

Nonrecurring Service Connection Charge

No Charge

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

4. RATES (continued)

4.1 Voice Services Rates (continued)

4.1.2 Monthly Charges

A. Residential

1. Digital Phone Service, per voice channel

Customers of the Company's Affiliate	\$39.95
--------------------------------------	---------

Not a customer of the Company's Affiliate	\$44.95
---	---------

2. Basic Local Voice Service, per line, no features	\$25.00
---	---------

B. Business

Customers of the Company's Affiliate	\$49.95
--------------------------------------	---------

Not a customer of the Company's Affiliate	\$54.95
---	---------

4.1.3 Message Telecommunications Service

A. Residential

There will be no charge for outbound intrastate and interstate toll calls placed by a residential service Customer by direct dial (1+). Message Telecommunications Service is subject to terms and conditions contained in this Tariff, as well as in the Company's Interstate Interexchange Services Rates, Terms and Conditions of Service.

Unlimited Message Telecommunications Service is not available in conjunction with the following: Remote call forwarding, inbound toll free, calling card, international calls, calls to 900 numbers, autodialers, long distance Internet access, long distance Intranet access, call center applications including but not limited to autodialers, broadcast fax transmissions, foreign exchange services, public telephone services, public access smart-pay phones, non-square electronic key telephone systems, hybrid key telephone systems, predictive calling/dialing systems, automatic outbound dialing systems, any type of automatic call distribution system, or the functional equivalent of any such system listed above.

If the Company determines that Customer's usage exceeds ten times the average usage of the Company's residential customers in Missouri, or that the Customer is in violation of any of the above listed restrictions, the Customer shall no longer be eligible for unlimited Message Telecommunications Service, and (1) Customer will be charged an additional \$50 per month per line for as long as the excess usage or violation continues, (2) Customer will be moved to another of the Company's long distance plans unless an alternative plan is selected by the Customer, and/or (3) Message Telecommunications Service may be blocked without notice.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

4. RATES (continued)

4.1 Voice Services Rates (continued)

4.1.3 Message Telecommunications Service (continued)

B. Business

From Customer's Premises in Missouri to any point in Missouri:

<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
\$.10	1 minute	1 minute

4.1.4 Directory Assistance Service

A. Terms and Conditions

1. Directory Assistance charges apply on a per call basis, with a maximum of two requested telephone numbers allowed per call.
2. A Customer who cannot use telephone directories because of physical or mental limitations may obtain an exemption from Directory Assistance Service charges.
3. Charges do not apply for up to fifty (50) calls per billing cycle from lines serving individuals with disabilities. To obtain such exemption, the Customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. Information contained on the exemption records shall be treated as confidential by the Company. The Customer shall notify the Company when the need for an exemption no longer exists.

B. Rates and Charges

- | | |
|---|--------|
| 1. Local Directory Assistance, per request | \$0.75 |
| 2. National Directory Assistance, per request | \$0.75 |
| 3. International Directory Assistance | \$6.50 |

4.1.5 Directory Assistance Call Completion Service

A. Terms and Conditions

1. Directory Assistance Call Completion Service is furnished only where facilities are available. Directory Assistance charges and, if applicable, normal usage charges, apply in addition to a Directory Assistance Call Completion Service charge.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

4. RATES (continued)

4.1 Voice Services Rates (continued)

4.1.5 Directory Assistance Call Completion Service (continued)

A. Terms and Conditions (continued)

2. When a caller requests more than one number from Directory Assistance, Directory Assistance Call Completion Service is offered only for the last number requested.
3. The Directory Assistance Call Completion Service charge applies only to calls actually completed.
4. The Directory Assistance Call Completion Service charge will be credited for completion of calls to the wrong number, incomplete connections or calls with unsatisfactory transmission.
5. The Directory Assistance Call Completion Service charge does not apply to disabled persons who are exempt from the Directory Assistance charge pursuant to this Tariff.

B. Rates and Charges

Per completed call

No Charge

4.1.6 Operator Service

A. General

1. Calls may be completed or billed with live or mechanical.
2. Calls may be billed collect to the called party, to an authorized third party number, or to the originating line. Calls may be placed on a station-to-station basis, or to a specified party (Person-to-Person) or designated alternate.
3. Charges for operator services will be credited to the Customer for calls completed to a wrong number, for incomplete connections, or for calls with unsatisfactory transmission.
4. When the Customer requests an operator to dial the called number, an Operator Dialed Surcharge will apply in addition to the applicable Service charge as set forth below.

B. Rates and Charges

- | | |
|--|-------------------|
| 1. Operator Placed Direct Call | \$1.50 per call |
| 2. Person-to-Person Surcharge | \$3.50 per call |
| 3. Operator Calls per minute extra rate | \$1.50 per minute |
| 4. Busy Line Verification Service Charge | \$1.25 per call |

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

4. RATES (continued)

4.1 Voice Services Rates (continued)

4.1.7 Nonlisted Service

A. Terms and Conditions. The Customer indemnifies and holds the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the Customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Nonlisted Service.

B. Rates and Charges

- | | |
|------------------------|-----------|
| 1. Nonrecurring Charge | No Charge |
| 2. Monthly Charge | \$0.75 |

(N)

4.1.8 Nonpublished Service

A. Terms and Conditions

1. The Customer may be subject to nonrecurring and monthly recurring charges, as specified below, for Nonpublished Service.
2. Incoming calls to Nonpublished Service will be completed only when the calling party places the call by telephone number. The Company will adhere to this condition notwithstanding any claim made by the calling party.
3. No liability for damages arising from publishing the telephone number of Nonpublished Service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Nonpublished Service.
4. The Customer indemnifies and holds the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a nonpublished telephone number upon request or by the publication of the number of a Nonpublished Service in the telephone directory or disclosing of such number to any person.

B. Rates and Charges

- | | |
|------------------------|-----------|
| 1. Nonrecurring Charge | No Charge |
| 2. Monthly Charge | \$0.75 |

(N)

4.1.9 Call Trace

Per use of call trace	\$6.00
-----------------------	--------

(N)

Issued: January 14, 2008

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

Effective: ~~February 13, 2008~~

March 10, 2008

4. RATES (continued)

4.1 Voice Services Rates (continued)

4.1.7 Nonlisted Service

A. Terms and Conditions. The Customer indemnifies and holds the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the Customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Nonlisted Service.

B. Rates and Charges

- | | |
|------------------------|-----------|
| 1. Nonrecurring Charge | No Charge |
| 2. Monthly Charge | No Charge |

4.1.8 Nonpublished Service

A. Terms and Conditions

1. The Customer may be subject to nonrecurring and monthly recurring charges, as specified below, for Nonpublished Service.
2. Incoming calls to Nonpublished Service will be completed only when the calling party places the call by telephone number. The Company will adhere to this condition notwithstanding any claim made by the calling party.
3. No liability for damages arising from publishing the telephone number of Nonpublished Service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Nonpublished Service.
4. The Customer indemnifies and holds the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a nonpublished telephone number upon request or by the publication of the number of a Nonpublished Service in the telephone directory or disclosing of such number to any person.

B. Rates and Charges

- | | |
|------------------------|-----------|
| 1. Nonrecurring Charge | No Charge |
| 2. Monthly Charge | No Charge |

4.1.9 Call Trace

- | | |
|---------------------------|-----------|
| Per successful activation | No Charge |
|---------------------------|-----------|

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
March 10, 2008
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

4. RATES (continued)

4.2 Miscellaneous Rates

4.2.1 Service Change Charges

Service Change Charges apply per line when a Customer requests a change in existing Service.

- A. Telephone Number Change – A charge may apply to each Customer-requested change in telephone number.
- B. Directory Listing Change Charge – A charge may apply to each Customer-requested change in directory listing.
- C. Rates and Charges

- 1. Nonrecurring Charge for Telephone Number change No Charge
- 2. Nonrecurring Charge for Directory Listing change No Charge

4.3 Customer-specific Pricing

Pricing may be determined on a Customer-specific basis where the Company furnishes any business service offered in an exchange in which basic local telecommunications service offered to business customers by the incumbent local exchange company has been declared competitive. The Company will make Customer-specific pricing available for its business services in exchanges where business services have been declared competitive.

Terms of Customer-specific pricing will be provided to the Commission on a proprietary basis upon request.

4.4 Individual Case Basis (ICB) Arrangements

Rates for dedicated access, private lines, and Centrex services (if any) may 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 customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the staff of the Commission upon request on a proprietary basis.

4.5 Employee Rates

The Company may offer special rates or rate packages to its employees or employees of its affiliates.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission

4. RATES (continued)

4.6 Promotional Offerings

From time to time, the Company may engage in promotional offerings or trials designed to attract new Customers, to stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. In connection with those promotional offerings or trials, the Company may offer special rate incentives and waive all or in part the Installation/Move Charges and/or service and equipment charges. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company.

The Company will provide tariff notification to the Missouri Public Service Commission no less than seven (7) days prior to the beginning of each promotion specifying services offered, the exchanges(s) within which the promotion will be offered, terms of the promotion, location, and start and end dates of each promotional campaign. The Company will offer all promotions in a non-discriminatory manner.

Issued: February 16, 2007

Effective: April 2, 2007

Henry H. Bradley, Chairman
NPG Digital Phone, Inc.
825 Edmond Street
St. Joseph, MO 64501

CANCELLED
October 30, 2008
LD-2009-0120
Missouri Public
Service Commission

Filed
Missouri Public
Service Commission