CRAW-KAN TELEPHONE COOPERATIVE, INC.

ADOPTION NOTICE

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

On December 31, 2010, Craw-Kan Telephone Cooperative, Inc. ("Craw-Kan") assumed all long distance operations of its wholly-owned subsidiary, Craw-Kan Communications Systems, Inc. ("CKCS"). As a result of the transfer, Craw-Kan will also assume CKCS's interexchange certificate of service authority and provide both local and intrastate, interexchange telecommunications services under the name Craw-Kan Telephone Cooperative, Inc.

Craw-Kan hereby adopts, ratifies, and makes its own in every respect, as if the same had been originally filed by it, all tariffs of CKCS filed with and approved by the Missouri Public Service Commission before the effective date of this tariff.

Issued: November 30, 2010 Effective: January 1, 2011

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE FURNISHED BY

CRAW-KAN TELEPHONE COOPERATIVE, INC.

(N)

BETWEEN POINTS WITHIN THE STATE OF MISSOURI, AS SPECIFIED HEREIN. SERVICE IS PROVIDED BY MEANS OF WIRE, RADIO, TERRESTRIAL OR SATELLITE FACILITIES OR ANY COMBINATION THEREOF, AS SPECIFIED HEREIN.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Craw-Kan Telephone Cooperative, Inc. within the State of Missouri. This tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours, at the Company's principal place of business.

(N)

Interexchange telecommunications services offered by Craw-Kan Telephone Cooperative, Inc. are competitive telecommunications services as defined by Case No. TA-99-575 within the State of Missouri.

(1)

Issued: December 13, 2010

Effective: January 1, 2011

PSC Mo. No. 1 1st Revised Sheet 2 Cancels Original Sheet 2

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-99-575 and Case No. XE-2011-0089, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

STATUTES	

	<u>51111 € 125</u>	
Section 392.210.2	System of Accounts	(N)
Section 392.240.1	Rates-reasonable average return on investment	
Section 392.270	Property valuation	
Section 392.280	Depreciation rates	
Section 392.290	Issuance of stocks and bonds	
Section 392.300	Transfer of capital stock	(N)
Section 392.310	Issuance of stocks and bonds	
Section 392.320	Issuance of stocks and bonds	
Section 392.330	Issuance of stocks and bonds	
Section 392.340	Reorganization	
	COMMISSION RULES	
4 CSD 240 10 020	To some on demonstration found investments	
4 CSR 240-10.020	Income on depreciation fund investments	(D)
4 CSR 240-30.040	Uniform System of Accounts	
4 CSR 240-30.040	Official System of Accounts	(D)
		(D)
4 CSR 240-3.550(4) and (5)(A)	Records and Reports	
4 CSR 240-32.060	Engineering and Maintenance	(N)
4 CSR 240-32.070	Quality of Service	
4 CSR 240-32.080	Service Levels	
4 CSR 240-33.040(1)-(3) and (5)-(10)	Billing and Payment	
4 CSR 240-33.045	Charge on Bills	
4 CSR 240-33.080(1)	Billing	ļ
4 CSR 240-33.130(1), (4) and (5)	Operator Service	(N)
	-	

Issued: September 24, 2010 Effective: October 24, 2010

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TARIFF FORMAT

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- A. <u>Sheet Numbering</u> Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 8 and 9 would be 8.1.
- B. <u>Sheet Revision Numbers</u> Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Missouri Public Service Commission. For example, the 3rd revised Sheet 8 cancels the 2nd revised Sheet 8.
- C. <u>Paragraph Numbering Sequences</u> There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level.

2.
 2.1
 2.1.1

2.1.1.A. 2.1.1.A.1.

2.1.1.A.1.(a).

2.1.1.A.1.(a). 2.1.1.A.1.(a).1.

2.1.1.A.1.(a).1.(i)

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CONCURRING CARRIERS

No Other Concurring Carriers

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CONNECTING CARRIERS No Other Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

C To signify changed regulation

D Delete or discontinue

Change resulting in an increase to a customer's bill I

Moved from another tariff location M

N New

Change resulting in a decrease to a customer's bill R Missquri Public

Change in text or regulation but no change in rate or charge Т

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1. APPLICATION OF TARIFF

This tariff contains the intrastate regulations and rates applicable to the provision of Intrastate Interexchange Telecommunications Service by Craw-Kan Communication Systems, Inc., (hereinafter referred to as the Company) within the State of Missouri, as specified herein.

The Company's Service is furnished subject to transmission, atmospheric and like conditions. Service is offered pursuant to rates, terms and conditions set forth in this tariff. Service is offered via the company's facilities in combination with resold services provided by other certified carriers.

The rates, rules and regulations contained herein are subject to change pursuant to the rules and regulations of the Missouri Public Service Commission ("Mo PSC").

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2. DEFINITIONS

MO. Fublic Service CCMM

Answer Supervision: An electrical signal fed back up the line by the LEC at the distant end of a long distance call to indicate positively that the call has been answered.

<u>Application for Service</u>: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the communication service as required.

Authorization Code: An identification number, usually an eight (8) to twelve (12) digit number, that identifies the user as a customer.

Authorized User: A person, firm, corporation or legal entity which is authorized by the Customer to be connected to the service of the Customer. Authorized User(s) must be named in the Application for Service.

Automatic Numbering Identification (ANI): A type of signaling provided by a local exchange carrier which automatically identifies through a seven (7) or ten (10) digit number assigned to the Customer, the local exchange line from which a call originates.

Billing Period: The interval between Customer invoice to Customer invoice which shall consist of thirty (30) days.

<u>Business Service</u>: "Business Service" refers to telecommunications service provided to the Customer for use primarily or substantially for a business, professional, institutional or other occupational purpose.

Calling Card Call: A call for which charges are billed, not to the originating telephone number, but to a telephone calling card issued by a local exchange carrier or long distance telephone company, for this purpose.

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2. DEFINITIONS (continued)

MO. PUBLIC SERVICE COMM

<u>Cancellation of Order</u>: A Customer-initiated request to discontinue processing a service order, either in part or in entirety, prior to its completion.

Commission: The Missouri Public Service Commission.

Company: The term "Company" denotes Craw-Kan Communication Systems, Inc.

<u>Customer</u>: The term "customer" denotes the person who or the firm or corporation that orders, cancels or amends Service, is responsible for the payment of charges, and is responsible for compliance with the Company's regulations and this tariff.

<u>Customer Dialed Calling Card Call</u>: A Calling Card Call which does not require the intervention of an operator.

<u>Customer-Provided Equipment</u>: Denotes ll equipment and facilities provided by the Customer and/or Authorized User, other than those provided by the Company.

<u>Dedicated Access Line or Service</u>: The generic term for a service in which the Customer's traffic passes over an access line connecting the Customer's premises to a Company switch, the line which is used solely for that Customer's traffic.

Direct Dial Call: A call for which charges are billed to the originating telephone number.

<u>Disconnection</u>: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

<u>Domestic Message Telecommunications Service</u>: Denotes the furnishing of station-to-station direct dial domestic switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channels from the Customer's premises to other domestic points as specified herein.

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2. DEFINITIONS (continued)

MO. Public Schvice COMM

FCC: Federal Communications Commission.

Interexchange Carrier (IXC): A long distance telecommunications carrier.

<u>Local Exchange Carrier (LEC)</u>: A company which provides telecommunications service within a Local Exchange Area.

Normal Business Hours: Normal business hours are the period between 8:00 AM and 5:00 PM, Central Time Zone, Monday through Friday, excluding Holidays.

<u>Point(s)</u> of <u>Presence</u>: Location(s) where the Company maintains, through its own facilities or through arrangements with other carriers, an operations center for purposes of providing long distance service.

<u>Premises</u>: Denotes a building or buildings on contiguous property (except railroad right-of-way-, etc) not separated by a public road.

<u>Residential Service</u>: Denotes telecommunications service provided to a Customer where the business use, if any, is merely incidental and where the major use is of a social or a domestic nature.

Service: "Service" means any or all service(s) provided pursuant to this tariff.

Service Points: Those locations from which the Company makes Service available to so on Customers.

Station: Any location from which a message can be originated or received (terminated).

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2. DEFINITIONS (continued)

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<u>Telecommunications</u>: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence over dedicated or switched facilities.

<u>Usage Charge</u>: A usage charge assessed based on minutes of use to calculate the charges due for a completed call. Additional surcharges may also apply as stated in this tariff.

<u>United States</u>: The term "United States" designates the forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands, Guam and the commonwealth of Northern Mariana Islands, as well as the off-shore areas outside the boundaries of the coastal states of the forty-eight contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

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3. REGULATIONS

MAY 2 5 1999

3.1 <u>Undertaking of the Company</u>

MO. Public SERVICE COMM

3.1.1 <u>Scope</u>

The Company undertakes to provide telecommunication Services in accordance with the terms and conditions set forth in this tariff.

3.1.2 Shortage of Facilities

The Company's Service is subject to availability of suitable facilities. The company reserves the right to limit the length of communications or to discontinue furnishing Service when necessary because of lack of satellite or other transmission medium capacity or because of any force majeure condition.

3.1.3 Liability of the Company

- (A) Except as stated in this Section 3.1.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- (B) The liability of the Company for damage resulting in whole or in part from, or arising in connection with, the furnishing of Service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentation shall not exceed the dollar amount of the call in which the Service disruption occurred. Such dollar amount shall be credited on the customers next billing cycle public sources.

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3. REGULATIONS (continued)

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3.1.3 <u>Liability of the Company (continued)</u>

MO. PUBLIC SERVICE COMM

- (C) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes, or any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or other labor difficulties.
- (D) The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used to provide the Company's Service. Nor shall the Company be liable for any damage or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services.
- (E) The Company reserves the right to discontinue furnishing Service without notice to the Customer when necessitated by conditions beyond its control or when the Customer is believed to be using the Service in violation of the provisions of this tariff or in violation of the law.

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3. REGULATIONS (continued)

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3.1.3 <u>Liability of the Company (continued)</u>

MO. PUBLIC SERVICE COMM

- (F) Calls to a foreign country or area, or calls routed through a foreign country or area, are subject to such restrictions as may be enforced from time to time by the authorities in that country or area.
- (G) The Company, at its discretion, may discontinue or suspend all or a portion of its Service without notice to the Customer, by blocking facilities to certain countries, or by blocking calls placed using certain Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore its Service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that may have been deactivated.
- (H) All or any portion of the Company's Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by or acts or omissions of any third parties.
- (I) THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION,

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3. REGULATIONS (continued)

MO. PUBLIC SERVICE COMM

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(J) In the event parties other than the Customer (e.g., Customer's authorized users) shall have use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects. The Company shall have no liability to any person or entity other than its Customer.

3.1.4 Claims

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- (A) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for liable, slander, or infringement of copyright, trademark, trade name or patent resulting from use of the Company's Service; and any other claim resulting from act or omission of the Customer or Customer's authorized user relating to the use of the Company's Service.
- (B) The Company shall not be liable for use, misuse, or abuse of a Customer's Service by third parties, including, without limitation, the Customer's employees, guests or members of the public who dial the Customer's telephone number in error. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties.
- (C) The Company is not liable for any damages, including but not limited to, toll and long distance usage charges, the Customer may incurvision composition.

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1. <u>REGULATIONS (continued)</u>

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3.1.4 <u>Liability of the Company (continued)</u>

MO. PUBLIC SERVILE CLARIN

unauthorized use of the Customer's telephone facilities or Company Authorization Codes. The Company may work with the Customer to recommend possible solutions to reduce unauthorized use. However, the Company does not warrant or guarantee that its recommendations will prevent unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities and Company Authorization Codes.

3.1.5 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in connection with this Service shall be so constructed, maintained and operated as to work satisfactorily with the Company's Service.
- (B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is used in connection with the Company's Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Service under this tariff and to the maintenance and operation of such Service in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals generated by Customerprovided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided antiprising Ublic Sorvice Commission

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3. REGULATIONS (continued)

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3.2 Use of Service

MO. PUBLIC SERVICE CUMIN

The Company's Service may be used to transmit communications of the Customer in a manner consistent with the terms of this tariff and the policies and regulations of the Federal Communications Commission.

- (A) The Service is provided for use by the Customer and may be used by others, when so authorized by the customer, providing that all such usage shall be subject to the provisions of this tariff.
- (B) The Service is furnished subject to the condition that it will not be used for an unlawful purpose, and there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of the service includes, but is not limited to;
 - 1. The use of the Service of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable to the Service.
 - 2. The obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, Intrastate Interexchange Telecommunications Service by rearranging, tampering with or making connection with any service components of the Company or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or device whatsoever with intent to avoid payment, in whole or in part, of the regular charge for such Service.
 - 3. The use of the Service of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, Missouri Public Survice Commission torment or harass another.
 - 4. The use of profane or obscene language.

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3. REGULATIONS (continued)

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3.2 <u>Use of Service (continued)</u>

MO. PUBLIC SERVICE COMM

- 5. The use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more other Customers, or harm the facilities of the Company or others.
- (C) In the event the Company determines, in its sole judgement, that there is fraudulent use of either the Services furnished by the Company or the Company's network, the Company will, without notice to the Customer or liability to the Company, discontinue Service and/or seek legal recourse to recover from the Customer all costs involved in enforcement of this provision.

3.3 Payment for Service

The Customer is responsible for payment of all charges for Service provided by the Company. Applicable taxes appear as separate line items on the Customer's invoice.

All bills for local, toll or miscellaneous services are due when rendered and payable at the office of the Company, or an authorized collection agency, on or before the 21st day after the bills are rendered. If the customer has had service discontinued for reasons listed under the Discontinuance of Service Section within the last twelve (12) months or where the customer incurs toll or other charges at any time during the billing period which are equal to at least 400 percent of the amount of the deposit or guarantee previously required from the customer, in which case payment may be demanded for the toll charges in less than twenty-one (21) days by a telephone call to the customer followed by written notification of such demand sent first class mail. If the toll charges remain unpaid for ten (10) days from rendition of written notification or a mutually established late payment arrangement date, such charges will be deemed delinquent.

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3. REGULATIONS (continued)

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3.4 <u>Discontinuance of Service</u>

MO. PUBLIC SERVICE CUMM

- 3.4.1. The Company may discontinue the service under the following circumstances, provided suitable notice has been given to the customer, as required.
 - A. Non-payment of any sum due to the Company for service for more than twenty-eight (28) days beyond the date of rendition of the bill for such services; or
 - B. A violation of or failure to comply with any regulation governing the furnishing of service; or
 - C. An order of a court or other government authority having jurisdiction which prohibits the Company from furnishing service; or
 - D. Failure to post a required deposit; or
 - E. Material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of the company constitutes fraud or abuse.
 - 3.4.2 Service shall not be disconnected unless written notice by first class mail is sent or delivered to the customer at least 5 days prior to the date of the proposed discontinuance. At least 24 hours preceding discontinuance, a reasonable effort shall be made to contact the customer to advise him of the proposed discontinuance and what steps must be taken to avoid it.

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3. REGULATIONS (continued)

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3.5 Use of Service

MO. PUBLIC SERVICE COMM

- (A) The Service is provided for use by the Customer and may be used by others, when so authorized by the customer, providing that all such usage shall be subject to the provisions of this tariff.
- (B) The Service is furnished subject to the condition that it will not be used for an unlawful purpose, and there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of the service includes, but is not limited to:
 - 1. The use of the Service of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable to the Service.
 - 2. The obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, Intrastate Interexchange Telecommunications Service by rearranging, tampering with or making connection with any service components of the Company or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or device whatsoever with intent to avoid payment, in whole or in part, of the regular charge for such Service.
 - 3. The use of the Service of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.
 - 4. The use of profane or obscene language.

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3. REGULATIONS (continued)

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3.5 <u>Use of Service (continued)</u>

MO. PUBLIC SERVICE COMM

5. The use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more other Customers, or harm the facilities of the Company or others.

3.6 Obligations of the Customer

- (A) The Customer shall be responsible for damages to the Company's facilities or that of its Local Exchange Carrier(s) caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the Service of the Customer through the negligence of the Customer.
- (B) The Customer shall provide access to the Customer's or Authorized User's premises by Company personnel for inspection, repair and/or removal of any facilities or equipment of the Company on an unrestricted basis, twenty-four (24) hours per day, seven (7) days a week.
- (C) The Customer will guarantee the compliance by the Customer's Authorized User(s) with all provisions of this tariff and contractual obligations between the Customer and the Company. The Customer will be liable for the acts or omissions of its Authorized User(s) relative to compliance with the provisions of this tariff.
- (D) The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the Service provided under this tariff, provided however, that, where there is no interruption of relocation of the such assignment or transfer may be made to the following commission

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3. REGULATIONS (continued)

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3.6 Obligations of the Customer (continued)

MO. PUBLIC SERVICE CUMB

- 1. Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such Service, and the unexpired portion of the minimum period and the termination liability applicable to such Service, if any; or
- 2. A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer, but not limited to, all indebtedness for such Service, and the unexpired portion of the minimum period and the termination liability applicable to such Service, if any.
- (E) If the Customer wishes to assign or transfer the right to use the Service provided under this tariff, written consent of the Company is required prior to such assignment or transfer, which consent may be granted or withheld at the sole discretion of the Company. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.
- (F) The assignment or transfer of Service does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.
- (G) With respect to the Company's 800/888/877 Service, the Customer must obtain an adequate number of access lines for service to handle its expected demand in order to prevent interference or any other Service or any other

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3. REGULATIONS (continued)

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3.6 Obligations of the Customer (continued)

Service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume, (2) average call duration, (3) time-of-day characteristics, and (4) peak calling period. The Company, without incurring liability and without notice to the Customer, may disconnect or refuse to furnish Service to any Customer that fails to comply with these conditions.

(H) Any mistakes, omissions, accidents, interruptions, delays, errors or defects in transmission or Service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in any liability to the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any Local Exchange Carrier labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to Services provided pursuant to this agreement, including payment to the Company associated with reasonable attorney's fees.

3.7 Billing and Payment Regulations

(A) Service shall be provided and billed for on a monthly basis. Service shall continue to be provided until the Company's receipt of a request from the Customer for the disconnection of the Service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to charges for the Company's Service, the Customer shall pay any applicable Federal, state or local use, excise sales or privileges taxes or assessments such as

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3. REGULATIONS (continued)

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3.7 Billing and Payment Regulations (continued)

MO. PUBLIC SERVICE GUINNA

the Universal Service Fund assessment, resulting from the Services furnished by the Company. Such taxes or assessments shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

- (B) The Customer is responsible for payment of all charges for Service furnished by the Company. This includes payment for calls or Service:
 - 1. originated at the Customer's number(s) whether authorized or not;
 - 2. accepted at the Customer's number(s) (e.g. 800/888/877 Service);
 - 3. billed to the Customer's number via third number billing, a calling card, a Company-assigned Authorization Code, or other special billing number; or
 - 4. incurred at the request of the Customer.
- (C) The Customer's responsibility for payment of all charges for Service furnished by the Company is not changed by virtue of any use, misuse, or abuse of the Customer's Service or Customer-provided systems, equipment, facilities or Services interconnected to the Customer's 800/888/877 Service, which may be occasioned by third parties, including, without limitation, the Customer's employees, guests and/or members of the public who dial the Customer's 800/888/877 number by mistake.
- (D) In instances of a dispute, the Customer is required to pay the undisputed portion of the invoice in it's entirety. Undisputed amounts not paid within thirty (30) days from the due date stated on the invoice will be considered delinquent. A Late Payment Charge of \$10.00 per month may be charged to customer accounts with an unpaid balance 31 or more days past due to compensate the Company Hole the additional administrative expense associated with these accounts.

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3. REGULATIONS (continued)

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3.7 Billing and Payment Regulations (continued)

MO. Public Service Comm

- (F) The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for Service. Upon application for Service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then-existing credit policies.
 - (1) The Company may require a deposit if the customer is unable to establish a good credit rating, or if the customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months service based on the average bill during the preceding twelve months or in the case of new applicants, two months average monthly bill for all subscribers within a customer class. The deposit shall bear interest at a rate of 9% simple interest per annum, and will be returned upon satisfactory payment of all undisputed charges during the last 12 billing periods, or discontinuance of service.
 - (2) At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or service connection charges, which will be applicable to the customer's account on the first bill rendered.
- (G) In the event that a check or draft tendered by a customer is returned, a fee of \$10.00 may apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is bank error, in which case documentary evidence is required to warve the fee.

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3. REGULATIONS (continued)

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3.7 Billing and Payment Regulations (continued)

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- (H) All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes), including Universal Service Fund assessments, whether charged to or against the Company or its Customer. Such taxes, fees, Universal Service Fund Assessments, etc, shall be paid by the Customer in addition to the charges stated in the tariff subject to Commission approval. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice.
- (I) If Customer seeks to have the Company reinstitute Service, Customer shall pay to the Company prior to the time Service is reinstituted (1) all accrued and unpaid charges, and (2) a deposit, as determined by the Company.
- (J) The Company reserves the right, under federal law, to backbill for a period of up to two (2) years for an amount equal to the accrued and unpaid charges for use of the Company's Service actually made by Customer.
- (K) Customers billed by a Local Exchange Carrier (LEC), Competitive Local Exchange Carrier (CLEC), or other local exchange telephone company, on behalf of the Company, are responsible for any late payment charges imposed by the Local Exchange Carrier, Competitive Local Exchange Carrier, or local exchange telephone company.

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3. REGULATIONS (continued)

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3.8 Credit Allowances

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(A) Interruption of Service

- 1. Credit for failure of Service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all equipment, facilities and/or Service for which the Company renders an invoice for payment are considered provided by the Company whether or not the equipment, facilities and/or Service are owned and operated by the Company unless otherwise provided by the terms of this tariff.
- 2. No credit will be allowed for failure of Service or equipment due to Customer-provided facilities or any act or omission of the Customer, its Authorized User(s), officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the Service of the Customer through the negligence of the Customer.
- 3. Credit allowance time for failure of Service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the Service has been restored and an attempt has been made to notify the Customer.
- 4. Only those portions of the Service or equipment operation materially interfered with will be credited.
- 5. The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment.

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3. REGULATIONS (continued)

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3.8 Credit Allowances (continued)

MO. PUBLIC SERVICE COMM

(B) <u>Limitation Allowances</u>

No credit allowances will be made for:

- 1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, Authorized User. Or other common carrier providing service connected to the Service of the Company.
- 2. Interruptions of Service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, or other common carrier providing service connected to the Service offered by the Company.
- 3. Interruptions of Service during any period in which the Company is not given access to the premises at which the Company-provided Service is interrupted or terminated.
- 4. Interruptions of Service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
- 5. Interruptions of Service during any period when the Customer or Authorized User has relinquished Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service.

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3. REGULATIONS (continued)

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3.9 Equipment

MO. PUBLIC SERVICE CUMP

- (A) The Customer shall assume all responsibility for obtaining all necessary permits, authorizations or consents for interconnecting Customer-provided equipment and facilities with the Company's Service or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's Service or equipment.
- (B) The Customer shall operate its equipment and facilities so as not to interfere with any other Customer's use of the Company's Service or equipment.
- (C) The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of the Company's Service or for safety reasons.
- (D) The Customer shall be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to Service furnished by the Company pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Services under this tariff and to the maintenance and operation of such Services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the following:
 - (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipments commission

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3. REGULATIONS (continued)

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3.10 Determination and Rendering of Charges

- MO. PUBLIC SERVICE COMM
 (A) For billing purposes, Service will be deemed to be started on the day the
 Service and its associated equipment, if any, is installed. Where billing is based
 upon Customer usage, billing for all usage commences on the date usage begins.
- (B) Subject to the Company's right to terminate or suspend Service as otherwise provided in this tariff, the minimum service period is thirty (30) days. Termination by the Customer is effective as of the end of the next business day after receiving the Customer's request to cancel Service.
- (C) All monthly recurring charges are billed one month in advance. Initial and final months billing, when the service period is less than one month, will be prorated one-thirtieth (1/30th) of the month's recurring charge for each day the Service was rendered or equipment was provided.
- (D) Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at one-thirtieth (1/30th) of the monthly minimum amount for each day the Service was rendered.
- (E) The duration of a call is rated in intervals of the billing increments described for each Service provided in this tariff. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.
- (F) Computed usage charges or credits for each call are rounded to the nearest cent when possible.

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3. REGULATIONS (Cont'd)

3.11 <u>Calculations of Billable Time (Usage Charges)</u>

- (A) Unless otherwise specifically stated in this tariff, all calls, regardless of time period, lasting one (1) minute or a fraction thereof, are subject to a minimum billing increment of one (1) minute per call. Calls are billed in sixty (60) second increments thereafter.
- (B) Chargeable time begins when the connection is established between the calling station and the called telephone number and ends when the connection is terminated.
- (C) All per-call charges of fractional cents shall be rounded to the next full cent unless otherwise stated.

3.12 Missouri Universal Service Fund

(N)

- (A) 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).

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Effective: May 5, 2005



4. SERVICE OFFERINGS

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4.1 General Description

The Company offers switched long distance network services for voice grade and low speed dial-up data transmission services offered on a usage-sensitive basis. Service is provided subject to the terms and conditions of this tariff. The Services offered are:

- (A) Domestic Message Telecommunications Service;
- (B) Inbound (800/888/877) Toll Free Service; and
- (C) Calling Card Service.

4.2 Direct Dial Domestic Service

- (A) The Company provides direct dialed termination of domestic station-to-station calls originating from its service points in the United States to the areas in the United States, as defined in "Definitions", Section 2, of this tariff. The Customer uses the Company's direct dialed Domestic Message Telecommunications Service by dialing 1 + the area code + the desired telephone number.
- (B) The rates for Direct Dial Domestic Service are set forth in Section 5.1 of this tariff.

4.3 <u>Inbound (800/888/877) Toll Free Service</u>

(A) The Company's Inbound (800/888/877) Toll Free Service enables the Customer to receive 800/888/877 service calls at the Customers residence or business. The Service is accessed via 800/888 NPA's originating on Feature Group facilities provided by the LEC and terminating on a regular residential or business line. The following regulations apply to all Inbound (800/888/877) Toll Free Service:

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3. SERVICE OFFERINGS (continued) RECEIVED

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4.3 Inbound (800/888/877) Toll Free Service (continued)

MU. PUBLIC SERVICE CUMM

- (1) The Company reserves the right to require an applicant for the Company's Inbound 800/888/877 Toll Free Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical target areas, and a schedule of marketing and promotional activities. The Company also may require that a new traffic forecast be submitted by the Customer quarterly after service is initiated.
- (2) The Company's Inbound 800/888/877 Toll Free Service is furnished upon condition that the Customer contracts for adequate facilities, and must obtain an adequate number of access lines for the Company's Inbound 800/888/877 Toll Free Service, to permit the use of this Service without injurious effect upon it or any Service rendered by the Company, or to prevent interference or impairment of this Service or any other Service provided by the Company, based on (1) total call volume, (2) average call duration, (3) time-of-day characteristics, and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish the Company's Inbound 800/888/877 Toll Free Service to any Customer that fails to comply with these conditions.

4.4 Calling Card Service

- (A) The Company will issue a customer dialed Calling Card, using 800/888/877 access, provided subject to the terms of this tariff.
- (B) The Company reserves the right to place a monthly maximum usage limit on each Calling Card. The company reserves the right to, without incurring any

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4. SERVICE OFFERINGS (continued)

MAY 2 5 1999

4.4 <u>Calling Card Service</u> (continued)

MO. PUBLIC SERVICE CUMIN

liability, discontinue the furnishing of Service to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents or Service.

- (C) All International usage on the Calling Card will be blocked.
- (D) The Customer is required to notify the Company immediately when a Customer's Calling Card, using the Customer's Authorization number issued by the Company, needs to be deactivated or terminated. The Customer is responsible to immediately notify the Company when a Customer's Calling Card is lost, stolen, misplaced, has suspected or confirmed misuse, or when fraud is known, anticipated or suspected on a Calling Card.
- (E) The Company will deactivate the Calling Card within twenty-four (24) hours after notification from the Customer. The notification can be in writing to the Company, or by contacting the Company's Customer Service representative in writing, telephone or other accepted communications media.

4.5 <u>Dedicated Interexchange Digital Private Line Service</u>

4.5.1. Digital transmission facilities between Company service points, when connected with dedicated access to customer locations, allow for communications between locations of the customer or his authorized user. These combined facilities are utilized on a dedicated (non-switch) basis between two or more customer locations, as specified by the customer.

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4. SERVICE OFFERINGS (continued)

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4. SERVICE OFFERINGS (continued)

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5. RATES

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5.1 <u>Direct Dialed Domestic Service</u>

Public Service Commission
The Company offers Direct Dialed termination in the United States, as defined in Section 4.1 of this tariff. Service is furnished subject to availability of both the telecommunications facilities and the required billing capabilities. Unless specific written authorization from the Company is provided, the Service may not be used to aggregate the long distance communications of multiple end users for resale, or to provision communications services for others.

The Company provides the following Domestic Direct Dialed programs:

(A) Option 1.

- 1. Option 1 is a flat rate pricing plan, with the rate per minute applicable to all rate periods (Peak, Off-Peak).
- 2. Option 1 pricing is for intrastate customer dialed station to station, sent paid, non-coin Interexchange Telecommunications Service, unless otherwise specified in this tariff.
- 3. Option 1 rates and charges are in addition to all other rates and charges paid by a Customer for all other Services of the local exchange carrier providing local service.
- 4. Discounts, if applicable, apply only to the actual qualified usage portion of the bill. When the application of the discount results in a fractional charge, the amount will be rounded to the nearest cent.

5. Rate per Minute:

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Flat rate @ \$.15/minute - twenty-four (24) hours per day, 7 days per week, unless calling between any two (2) exchanges served by Craw-Kan Telephone Cooperative Inc., then the rate is \$.10/minute.

Issued: April 14, 2000

Jerry James, General Manager 118 N. Summit P.O. Box 343 Girard, KS 66743 *

*

Effective: May 1, 2000

B. Option 2

- 1. Option 2 involves a monthly recurring charge (regardless of usage) and a flat rate per minute applicable to all rate periods (peak/off-peak).
- 2. Option 2 pricing is for intrastate customer dialed station to station, sent paid, non-coin Interexchange Telecommunications Service, unless otherwise specified in this tariff.
- 3. Option 2 rates and charges are in addition to all other rates and charges paid by a Customer for all other Services of the local exchange carrier providing local service.
- 4. Discounts, if applicable, apply only to the actual qualified usage portion of the bill. When the application of the discount results in a financial charge, the amount will be rounded to the nearest cent.
- 5. Rates:

Monthly recurring charge: \$4.95.

Flat rate @ \$.10/minute - twenty-four (24) hours per day, 7 days per week.

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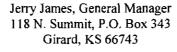
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Issue Date: July 21, 2004

Issued by:

Effective Date: July 28, 2004





5. RATES (Continued)

5.1 <u>Direct Dialed Domestic Service</u> (Cont'd)

(C) Option 3

- 1. Option 3 allows the Customer up to 250 minutes of use per month for a monthly charge of \$25.00.
- 2. Any minutes over 250 per month are billed at \$.10 per minute.

(D) Option 4

- 1. Option 4 allows the Customer up to 500 minutes of use per month for a monthly charge of \$42.50.
- 2. Any minutes over 500 per month are billed at \$.10 per minute.

(E) Option 5

- 1. Option 5 allows the customer up to 1,000 minutes of use per month for a monthly charge of \$70.00.
- 2. Any minutes over 1,000 per month are billed at \$.07 per minute.

(N)

(N)

Issue Date: July 21, 2004

Issued by:

Effective Date: August 20, 2004



Missouri Public Service Commission

CRAW-KAN COMMUNICATION SYSTEMS, INC.

REC'D MAY 24 2001

PSC Mo. No. 1 Original Sheet 37.1

INTERSTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

5. RATES (continued)

5.2 Inbound (800/888/877) Toll Free Service

(M)

(A) Domestic Inbound (800/888/877) Toll Free Service, using a Common Business Line (CBL) termination, is provided subject to the terms of this tariff.

Option 1

- 1. Toll Free Service rates and charges are in addition to all other rates and charges paid by a Customer for all other Services of the local exchange carrier providing local service.
- 2. Discounts, if applicable, apply only to the actual qualified usage portion of the bill. When the application of the discount results in a fractional charge, the amount will be rounded to the nearest cent.
- 3. Rate per Minute:

Flat rate pricing at \$.15/minute.

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FILED JUL 02 2001

Issued: May 24, 2001

Effective

Issued by: Jerry James, General Manager 118 N. Summit P.O. Box 343 Girard, KS 66743

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5.2	Inhound	(800/888/877)	Toll Free	Service	(continued)
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Option 2

1. For customer with usage more than 1000 minutes per month, the following rates will apply:

Flat rate pricing at \$.13/minute.

- (B) Personal 800 Domestic Inbound (800/888/877) Toll Free Service, using a residential or business line termination, is provided subject to the terms of this tariff.
 - 1. Personal 800 Toll Free Service rates and charges are in addition to all other rates and charges paid by a Customer for all other Services of all local exchange carrier providing local service.
 - 2. Discounts, if applicable, apply only to the actual qualified usage portion of the bill. When the application of the discount results in a fractional charge, the amount will be rounded to the nearest cent.
 - 3. Rate per Minute:

Flat rate pricing at \$.20/minute.

WRITTEN NOTICE OF RATE DECREASE AND ITS EFFECTIVE DATE FILED ON

(DATE)

PURSUANT TO SECTION 392.500 (1)

RSMO SUPP. 1985

EFFECTIVE DATE OF RATE DECREASE

(DATE)

Issued: March 24, 2000

Jerry James, General Manager 118 N. Summit P.O. Box 343 Girard, KS 66743 Effective: April 1, 2000

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5. RATES (continued)

MAY 2 5 1999

5.3 Calling Card Rates

MO. PUBLIC SERVICE COMM

- (A) Company provided, Customer dialed Calling Cards are provided subject to the terms of this tariff.
 - 1. Calling Cards usage is billed at an initial one (1) minute minimum usage charge, with additional billing increments of sixty (60) seconds.
 - 2. Discounts, if applicable, apply only to the actual qualified usage portion of the bill. When the application of the discount results in a fractional charge, the amount will be rounded to the nearest cent.
 - 3. Rate per Minute:

Flat rate pricing at \$.25/minute

5.4 Directory Assistance Rates

Directory Assistance

\$.75per use

- 5.5 Dedicated Interexchange Digital Private Line Service
 - 5.5.1 Voice Grade Facility

Two point effective two/four wire grade analog or 64 Kbps digital interface (digitalized voice or otherwise compatible 64 Kbps bit stream facility)

Rate:

\$ ICB

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5. RATES (continued)

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5.5 <u>Dedicated Interexchange Digital Private Line Service (continued)</u>

MU. PUBLIC SERVICE COMM

DS1/1.544 Mbps Facility

Two point digital interface operating at 1.544 Mbps, which may be furnished on either a channelized or non-channelized basis

Rate:

\$ ICB

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5. RATES (continued)

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