

TELECOMMUNICATIONS TARIFF

OF

AREOCOM, LLC

1655 South Enterprise—Suite B-4
Springfield, Missouri 65804

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Areocom, LLC (“Areocom”) within the state of Missouri. This Tariff is on file with the Missouri Public Service Commission. Copies may be inspected during normal business hours at the Company’s principal place of business: 1655 South Enterprise—Suite B-4, Springfield, Missouri 65804

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

PSC Mo. - No. 2 replaces in its entirety
PSC Mo. - No. 1 currently on file with the Commission

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Areocom, LLC
310 South Ingram Mill Rd.
Springfield, Missouri 65802

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WAIVER OF RULES AND REGULATIONS

The following Rules and Regulations have been waived for purposes of offering network services as set forth herein:

Commission Rules

4 CSR 240-10.020	Depreciation fund income.
4 CSR 240-3.545(2)(C)	Posting of exchange rates at central operating offices.
4 CSR 240-30.040	Uniform System of Accounts.
4 CSR 240-33.030	Information regarding lowest price available.
	<u>Statutes</u>
Section 392.210.2	Establish uniform system of accounts for annual reports
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 securities.
Section 392.300.2	Acquisition of stock.
Section 392.310	Issuance of stocks and bonds.
Section 392.320	Stock dividends.
Section 392.330	Issuance of securities; debts and notes.
Section 392.340	Reorganization(s).

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

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

- C To signify **changed** condition or regulation
- D To signify **deleted or discontinued** rate, regulation or condition
- I To signify a change resulting in an **increase** to a Customer's bill
- M To signify that material has been **moved from** another Tariff location
- N To signify a **new** rate, regulation condition or sheet
- R To signify a change resulting in a **reduction** to a Customer's bill
- T To signify a change in **text** but no change to rate or charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. 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 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 Cancels the 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1(A)
 - 2.1.1(A).1
 - 2.1.1(A).1.a

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

Application for Service: The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

Authorization Code: An Authorization Code is a code in numbers or letters employed to gain access to Service(s).

Authorized User: An Authorized User is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Customer: A Business Customer is a Customer whose use of the Services is for a business, professional, institutional, or occupational purpose. Any employee of a Business Customer who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

CAP: CAP is an acronym for Competitive Access Provider.

Cardholder: Cardholder is the associate, member, Customer or other individual that uses the Company's Calling Card Service.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

CLEC: CLEC stands for Competitive Local Exchange Carrier

Company: Company refers to Areocom, LLC

Commission: Missouri Public Service Commission or any succeeding agency.

Customer: A Customer is the person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group --and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Service after its account(s) are removed from Company's billing system, and subsequently continues to use Service, or (2) otherwise uses Service for which no other Customer is obligated to compensate the Company.

Customer Premise(s) / Customer's Premise(s): Customer Premise(s)/ Customer's Premise(s) locations are designated by a Customer where Service is originated/terminated.

DUC: DUC is an acronym for Designated Underlying Carrier.

End User: End User is the person or legal entity which uses the Service provided by the Company.

F.C.C.: F.C.C. stands for Federal Communications Commission.

InterLATA Call: An interLATA call is any call that originates in one LATA and terminates in a different LATA.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

IntraLATA Call: An intraLATA call is any call that originates and terminates within the same LATA.

IXC: IXC stands for Interexchange Carrier.

LATA: LATA is an acronym for Local Access Transport Area which is a geographic boundary, within which the LEC provides communications services.

LEC: LEC is an acronym for Local Exchange Carrier.

Monthly Usage: *Total minutes of Intrastate and Interstate usage in the current billing period.*

NPA: NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

NXX: NXX represents the first three digits of a Customer's telephone number.

PIC: PIC stands for Primary Interexchange Carrier.

PIN: PIN stands for Personal Identification Number.

POP: POP is an acronym for Point-of-Presence. A POP may be (a) the central office of the DUC; (b) a location where the LEC or CLEC hands off the traffic of the Company's Customers to the DUC; or (c) the location where the Customer's facility interconnects with the DUC.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

PSC: PSC stands for Public Service Commission.

Service: Service consists of any telecommunications service provided by the Company pursuant to this Tariff.

State: State refers to the State of Missouri.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC or CLEC to reach the network of the DUC, the access is switched.

Switched Services(s): Switched Services(s) are any Services that are described in this Tariff.

Underlying Carrier: Underlying Carrier refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

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SECTION 2 - RULES AND REGULATIONS**2.1 Application of Tariff**

This Tariff contains the description, regulations, and rates applicable to intrastate telecommunications Service offered by Areocom, LLC with principal offices at 310 South Ingram Mill Rd., Springfield, Missouri 65802. The Company's Services are provisioned via the DUC. The Company operates as a competitive telecommunications company. Services in this Tariff are available to Residential and/or Business Customers as specified herein.

2.2 Limitations Of Service(s)

2.2.1 Services are offered subject to the availability of facilities and/or equipment from the DUC, the Company's ability to provision the order at the time the Applicant or Customer orders Service, and the provisions of this Tariff and the rules of the Commission applying to long distance communications as published in 4 CSR 240-33. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available.

2.2.2 Pre-Subscribed Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day.

2.2.3 Service will be provided until canceled by the Customer pursuant to Section 2.9 of this Tariff or suspended or terminated by the Company pursuant to Section 2.10 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS**2.2 Limitations of Services (continued)**

- 2.2.4 The Company, when acting at the Customer's request and, as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, route diversity, alternate access, or circuit conditioning.
- 2.2.5 All services are interstate offerings, but the Customer has the option to use the services to place intrastate calls. Intrastate Service is only available if the Customer subscribes to the Company's comparable interstate service offering.
- 2.2.6 If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer a toll-free inbound telephone number to another person, the Company may refuse to establish Service.
- 2.2.7 The availability of toll-free numbers from the Company is limited by the Company's ability to obtain toll-free numbers from the DUC.
- 2.2.8 The Company reserves the right to refuse to process calls when the Authorization Code or PIN cannot be validated.
- 2.2.9 The Company will terminate Service to Residential Customers pursuant to 4 CSR 240-33.070. Conditions under which the Company may, with notice, terminate service to Business Customers without liability include, but are not limited to:
- Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or,
 - Non-payment of any sum owed the Company.

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SECTION 2 - RULES AND REGULATIONS**2.3 Liabilities of the Company**

- 2.3.1 The Company's liability will be limited to that expressly assumed in Section 2.3 of this Tariff.
- 2.3.2 With respect to the Switched Services contained herein and except as otherwise provided herein, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional acts of the Customer will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing Service hereunder occurs, except in cases of willful misconduct by the Company.
- 2.3.3 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. A residential Customer may advise the Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to the Company during normal business hours. A business Customer must advise the Company that all or a part of a charge is in dispute by written notice.

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SECTION 2 - RULES AND REGULATIONS**2.3 Liabilities of The Company (continued)**

- 2.3.4 No agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be agents or employees of the Company without written authorization.
- 2.3.5 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer will not constitute the permanent waiver of any term or condition herein. Each of the provisions will remain at all time in full force and effect until modified in writing.
- 2.3.6 The Company is not liable for any damages the Customer may incur as a result of the unlawful or fraudulent use or use by an unauthorized person of the Service(s).

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SECTION 2 - RULES AND REGULATIONS**2.3 Liabilities of The Company (continued)**

2.3.7 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties will not result in the imposition of any liability whatsoever upon the Company, and Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.

2.3.8 The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities including but not limited to fire, explosion, vandalism, cable cut, or other similar occurrence; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or

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SECTION 2 - RULES AND REGULATIONS**2.3 Liabilities of The Company (continued)**

2.3.8 The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (continued)

- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, unlawful acts of individuals including acts of the Company's agents, contractors, and employees if committed beyond the scope of their employment, or preemption of existing Services to Restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's rules and regulations; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

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2.3.9 The Company is not liable for:

- (A) Damages caused by the negligence or willful misconduct of the Customer;
or
- (B) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of Inbound Service, this also applies to third parties who dial the Customer's toll-free inbound number by mistake; or
- (C) Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties; or
- (D) Any act or omission of any other company or companies furnishing a portion of the Service(s) or facilities or equipment associated with such Service(s).
- (E) Any action, such as blocking, discontinuing, or interrupting Service(s) by the Company of all traffic or traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff in order to control fraud or non-payment; or

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SECTION 2 - RULES AND REGULATIONS**2.3 Liabilities of The Company (continued)****2.3.9 The Company is not liable for: (continued)**

- (F) Any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of Services when such defacement or damage is not the result of the Company's negligence. The Customer will indemnify and hold harmless the Company from any claim of the owner of the Customer's premises or other third party claims for such damages.

- (G) Any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any Services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.

2.3.10 Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.3.11 The Company's liability for gross negligence or intentional misconduct is not limited by this tariff.

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SECTION 2 - RULES AND REGULATIONS**2.4 Use of Service**

- 2.4.1 The Services offered herein may be used for any lawful purpose, including business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the DUC or others.
- 2.4.2 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC not the Company.

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SECTION 2 - RULES AND REGULATIONS**2.4 Use of Service (continued)**

2.4.3 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following:

- (A) One joint user or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or Authorized Users in the application for Service. Service orders which involve the start, rearrangement, or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.
- (B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User will be liable to the Company for all charges incurred as a result of its use of Service(s). Each joint or Authorized User must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer will be responsible for allocating charges to each joint user or Authorized User.

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SECTION 2 - RULES AND REGULATIONS**2.4 Use of Service (continued)**

2.4.4 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services. Abuse or fraudulent use of Services includes, but is not limited to:

- (A) Use of Services to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; or
- (B) Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components of the Company or of the DUC, 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 the payment, in whole or in part, of the charge(s) for such Services; or
- (C) Use of the Service of the Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; or
- (D) Use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.

2.4.5 The Customer may not use Services provided under this Tariff for any unlawful purpose.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify and hold harmless the Company against:

- (A) Claim(s) for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted via Service(s); or
- (B) Violation(s) by the Customer of any other literary, intellectual, artistic, dramatic, or musical right, or other content transmitted via the Service(s); or
- (C) Violation(s) by the Customer of the right to privacy; or
- (D) Claim(s) of patent infringement arising from combining or connecting Company's facilities or the facilities of the DUC with apparatus and systems of the Customer; or

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SECTION 2 - RULES AND REGULATIONS**2.5 Obligations of the Customer (continued)****2.5.1 (continued)**

- (E) All lost or stolen travel cards except as described in Section 2.18 of this Tariff; or
- (F) Any other rights whatsoever relating to or arising from message content or the transmission thereof; or
- (G) All other claims arising out of any act or omission of the Customer in connection with any Service.
- (H) Defacement of, or damage to, the premises of a Customer resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment, and associated wiring on or from the Customer's Premises; or
- (I) Claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company; or
- (J) All lost or stolen calling cards.

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SECTION 2 - RULES AND REGULATIONS**2.5 Obligations of the Customer (continued)**

- 2.5.2 In the event parties other than Customer (e.g., Customer's customers) will have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.
- 2.5.3 The Customer may not use Services provided under this Tariff for any unlawful purpose.
- 2.5.4 *Customer will not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.*
- 2.5.5 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

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Springfield, Missouri 65802

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SECTION 2 - RULES AND REGULATIONS**2.5 Obligations of the Customer (continued)**

- 2.5.6 The cancellation of Service by the Customer pursuant to Section 2.9 of this Tariff or discontinuance or suspension of Service(s) by the Company pursuant to Section 2.10 of this Tariff does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.5.7 The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), terminated on the Customer's 800 number, billed to the Customer's travel card or authorization code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.
- 2.5.8 The Company may rely on LECs or other third parties for the performance of Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

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SECTION 2 - RULES AND REGULATIONS**2.5 Obligations of the Customer (continued)**

2.5.9 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.

2.5.10 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees, surcharges, taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplies) imposes charges on the Company in connection with a Customer's Service, that entity's charges will be passed through to the Customer. The Customer is responsible for the payment of all such charges.

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SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service

2.6.1 Application for Service

To obtain Pre-subscribed Service, the Company requires the Customer to complete an application for service which includes the letter of agency or other authorization it deems appropriate. No application is required for non-primary Service or Pre-Paid Calling Card Service.

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SECTION 2 - RULES AND REGULATIONS**2.6 Obtaining Service****2.6.2 Establishment of Credit****(A) Residential Customers****.1 Applicant**

The Company reserves the right to require all Applicants to establish credit worthiness. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

.2 Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

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SECTION 2 - RULES AND REGULATIONS**2.6 Obtaining Service****2.6.2 Establishment of Credit****(A) Business Customers**

.1 For all services, the Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed application, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. In the case of a business Customer, the Company may, at its discretion, require personal guarantees from the Customer's owners or officers of all Customer's liabilities and obligations to the Company.

.2 Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

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SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service

2.6.3 Deposits

The Company does not collect deposits for the provision of intrastate Service. If, in the future, the Company does require deposits, it will comply with the requirements as set forth in 4 CSR 240-33.050, which pertains to deposits and guarantees of payment for residential customers.

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SECTION 2 - RULES AND REGULATIONS**2.7 Rendering and Payment of Bill****2.7.1 General**

Bills are sent to the Customer's billing address as shown on their account no later than forty five (45) days following the close of billing. The billing period is a month. Charges are payable only in United States currency. Checks should be made payable as named on the bill and should be sent to the address as listed on the bill. Charges may be assessed for unbilled traffic for up to two years in arrears. Usage charges are billed monthly in arrears.

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SECTION 2 - RULES AND REGULATIONS**2.7 Rendering and Payment of Bill****2.7.2 Methods Of Payment**

The Company may utilize direct billing and LEC billing. The selection of the billing option is made by the Company.

(A) Direct Billing By Company Or Authorized Billing Agent

- .1 Call detail is included with the bill. The due date is disclosed on the bill. Payment in full is due within twenty-two (22) days of the invoice date on the bill.
- .2 If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount.

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SECTION 2 - RULES AND REGULATIONS**2.7 Rendering and Payment of Bill (continued)****2.7.2 Methods Of Payment (continued)****(B) LEC Billing**

With LEC billing, the Customer's charges for Service(s) are billed with the Customer's bill for local service. Call detail is included with the bill. If LEC billing is utilized, the rules and regulations applying to rendering and payment of the bill and late charges are the same as covered in the applicable LEC tariff. The Company will make every effort to post any credit due to the Customer account(s) on the Customer's next LEC bill. However, based on the date of the resolution of a dispute and the date credits must be provided to the LEC, it may be two billing cycles before a credit will be issued.

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SECTION 2 - RULES AND REGULATIONS**2.7 Rendering and Payment of Bill (continued)****2.7.3 Past Due Payments**

In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.7.4 Right to Backbill for Improper Use of Company's Services

Any person or entity which uses, appropriates or secures the use of Services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which use, appropriation, or securing of Services is inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's Services actually made by Customer. In addition, Company shall be entitled to recover an amount equal to a late payment fee of 1.5 percent per month for the period(s) for which such charges would have been payable.

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SECTION 2 - RULES AND REGULATIONS**2.8 Customer Service****2.8.1 General**

The Company's name and toll-free number, appear on the bill. Customer service representatives are available from 8:00 AM to 5:00 PM Central Standard Time. Messages may be left for Customer Services from 5:01 PM to 7:59 AM Central Standard Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

2.8.2 Billing Inquiries

A Residential Customer may advise the Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to the Company during normal business hours. A Business Customer must advise the Company that all or part of a charge is in dispute by written notice. If the Company and a Customer fail to resolve a matter in dispute, the Company shall advise the Customer of its right to file an informal or formal complaint with the Commission under 4 CSR 240.070. Customers may contact the Commission in writing at the following address: Missouri Public Service Commission, 200 Madison Street, Suite 100, P. O. Box 360, Jefferson City, Missouri 65102 or via telephone at (800) 392-4211.

2.8.3 Service Difficulties

Service difficulties may be referred to the Company's customer service organization, as indicated in Section 2.8.1 of this Tariff above.

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2.9 Cancellation of Service By Customer

A Customer may cancel Service by giving prior written or verbal notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Section 2.8.1 of this tariff.

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SECTION 2 - RULES AND REGULATIONS**2.10 Termination of Service By Company****2.10.1 Termination of Service to Residential Customers**

Service to Residential Customers will be terminated pursuant to 4 CSR 240-33.070. Service shall not be terminated unless written notice by first-class mail is served on the Residential Customer at least ten (10) days prior to the date of the proposed termination.

2.10.2 Termination of Service to Business Customers

The Company may terminate Service to the Customer upon five (5) days' verbal or written notice to the Customer for any condition listed in Section 2.2.9 of this Tariff. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company.

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SECTION 2 - RULES AND REGULATIONS**2.10 Termination of Service By Company (continued)****2.10.3 Obligations to Pay**

The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

2.11 Interruption of Service**2.11.1 General**

It is the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

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SECTION 2 - RULES AND REGULATIONS**2.12 Taxes and Assessments**

2.12.1 In addition to the charges specifically pertaining to the Services, certain federal, state, and local taxes and fees will be applied to these Services. All charges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval. These taxes and fees are calculated based upon the amount billed to the End User for Service(s). All federal, state, and local taxes and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed as a separate line item on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

2.12.2 Unless otherwise specified herein, all stated charges in this Tariff are computed by the Company exclusive of any assessments, duties, fees, taxes, or similar liabilities levied against the Company by governmental, quasi-governmental, or other entities such as federal, state, or local government. Such assessments, duties, fees, taxes, or similar liabilities shall be paid by the Customer in addition to the charges stated in this Tariff. All such charges shall be shown as a separate line item on the Customer's bill.

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SECTION 2 - RULES AND REGULATIONS**2.12 Taxes and Assessments (continued)**

2.12.3 Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, taxes, or similar liabilities and any of the challenged assessments, duties, fees, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company.

2.12.4 In order to be granted exemption status, a Customer claiming exempt status must provide the Company with copies of all relevant exemption certificates and documents required by the Company. New Customers are required to provide the requested documentation at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all assessments, duties, fees, taxes, or similar liabilities (as described in Section 2.5.10 of this Tariff) being levied by the Company on the Customer's Service. The Customer will be responsible for the payment of all such charges.

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SECTION 2 - RULES AND REGULATIONS**2.12 Taxes and Assessments (continued)**

2.12.5 Failure to provide the required documentation at the time Service is ordered will also result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Customer will also be billed for all applicable assessments, duties, fees, or similar liabilities as described in Section 2.5.10 of this Tariff. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service. In the event taxes are erroneously paid the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

2.12.6 Failure to pay the appropriate assessments, duties, fees, taxes, or similar liabilities prior to exempt status being accorded by the Company will result in termination of Service.

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SECTION 2 - RULES AND REGULATIONS**2.13 Timing of Calls**

2.13.1 On direct-dialed calls, chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined on standard industry answer detection methods, including hardware and software answer detection. Chargeable times ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released by the automatic timing equipment in the telecommunications network.

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SECTION 2 - RULES AND REGULATIONS**2.14 Application of Charges****2.14.1 Timing Increments**

Calls are billed in various timing increments depending on the Service subscribed to by the Customer. Each Service has its own specific initial period and additional period. Unless the length of the initial period and the additional period is otherwise specified in Section 3 of this Tariff, the initial period is one (1) minute or fraction thereof, and the additional period is each one (1) minute or fraction thereof. Fractions of a timing increment are rounded up to the next highest increment.

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SECTION 2 - RULES AND REGULATIONS**2.14 Application of Charges****2.14.2 Rounding****(A) Payphone Surcharge**

If the payphone surcharge includes a fraction of a cent, the fraction is rounded up to the next higher whole cent.

(B) All Usage-Sensitive Services

Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

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SECTION 2 - RULES AND REGULATIONS**2.15 Transfer or Assignment**

Prior written permission from the Company is required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees. After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- (A) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and
- (B) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- (C) New Customer's (assignee Customer) credit is approved by the Company; and

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SECTION 2 - RULES AND REGULATIONS**2.15 Transfer or Assignment (continued)**

- (D) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of Service(s). These obligations include all outstanding indebtedness for the use of Service(s). Consent to such assignment or transfer will not be unreasonably withheld.

Any permitted assignment or transfer of Company' Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

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SECTION 2 - RULES AND REGULATIONS**2.16 Agreements, Proposals, and Warranties**

2.16.1 The applicable terms, rates, and conditions specified in this Tariff, before or after subscription, constitute the only agreement between the parties with respect to Service(s) to which the Customer has subscribed, or desires to subscribe. Statements (whether written or oral) may have been made about the Service(s) specified in this Tariff. Such statements, however, do not constitute warranties, shall not be relied upon by the Customer, and are not part of the parties relationship. All prior agreements, proposals, representations, or understandings concerning the Service(s) are also deemed superseded upon the Customer's subscription. The applicable Tariff sections constitute the complete and exclusive expression of the parties' relationship. These Tariff provisions may only be modified by: (1) a subsequent Tariff filing; or (2) a written agreement, signed by an authorized Company representative, which identifies both the Tariff provisions being modified or superseded, if applicable, and the specific nature of the change.

2.16.2 All implied warranties, including the implied warranty of merchantability, are disclaimed. The Company does not warrant that the Service(s) are fit for the particular purpose of the Customer. The Company makes no warranties with respect to the Service(s) other than that the Service(s) will conform to the description contained in the Tariff. Further Company liability will be such as described in Section 2.3 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS**2.17 Lost Or Stolen Travel Card or PIN**

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's travel card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

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SECTION 2 - RULES AND REGULATIONS**2.18 Changes to Service Offerings**

The Company reserves the right to add, change, or delete DUCs at any time.

2.19 Restoration of Services

The use and restoration of services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.20 Promotions

The Company may, from time-to-time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customer's awareness of a particular service offering. These promotional offerings may apply only to certain service arrangements, and may be limited to certain dates, times, and/or locations. Promotions are subject to the prior approval of the Missouri PSC. The Company will provide tariff notification to the Commission no less than seven (7) days prior to the beginning of each promotion identifying the promotion, the exchange(s) within which the promotion will be offered, and the start and end dates of the promotion. The Company will offer all promotions in a non-discriminatory manner.

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SECTION 3 - DESCRIPTION OF SERVICES**3.1 Outbound Services****3.1.1 General**

Unless otherwise stated in the Tariff, the method of provisioning a specific Outbound Service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound Services are only available in equal access areas. All outbound Services are interstate Services with the Customer having the option to use the Service to place intrastate calls. For the purpose of the selection of the Service and associated billing plan, the Service and billing plan selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer.

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SECTION 3 - DESCRIPTION OF SERVICES**3.1 Outbound Services (continued)****3.1.2 Outbound Services - Switched Access**

One Plus Service is a long distance pricing plan available to Residential and Business Customers that utilize Switched Access to reach the long distance network and subscribe a minimum of one line to this Service. There is no minimum monthly usage commitment for this service. The initial period is eighteen seconds (18) or fraction thereof and the additional period is each six seconds (6) or fraction thereof.

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SECTION 3 - DESCRIPTION OF SERVICES**3.1 Outbound Services (continued)****3.1.3 Outbound Services - Dedicated Access**

Areocom Direct is an outbound only, long distance pricing plan for businesses that utilize Dedicated Access to reach the POP of the underlying carrier. Intrastate service is only available to business Customers subscribing to the Company's interstate service. The initial period is eighteen seconds (18) or fraction thereof and the additional period is each six seconds (6) or fraction thereof. The Customer is responsible for all charges and equipment required to deliver traffic between the Customers premises and the POP of the underlying carrier.

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SECTION 3 - DESCRIPTION OF SERVICES**3.2 Inbound Services****3.2.1 General**

Inbound Service permits calls to be completed to the Customer's location without charge to the calling party. All inbound Services are interstate Services with the Customer having the option to use the Service to receive intrastate calls. Access to the Service is gained by dialing a ten digit telephone number, (Toll Free Prefix) NXX-XXXX, which terminates at the Customer's location or other telephone number as requested by customer.

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SECTION 3 - DESCRIPTION OF SERVICES**3.2 Inbound Services (continued)****3.2.2 Inbound Services - Switched Access**

Toll Free Service is an inbound long distance pricing plan available to Residential and Business Customers that utilize Switched Access to reach the long distance network and subscribe a minimum of one line to this Service. There is no minimum monthly usage commitment for this service. The initial period is eighteen seconds (18) or fraction thereof and the additional period is each six seconds (6) or fraction thereof.

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SECTION 3 - DESCRIPTION OF SERVICES**3.2 Inbound Services (continued)****3.2.3 Inbound Services - Dedicated Access**

Areocom Direct Inbound is an inbound only, long distance pricing plan for businesses that utilize Dedicated Access to reach the POP of the underlying carrier. Intrastate service is only available to business Customers subscribing to the Company's interstate service. The initial period is eighteen seconds (18) or fraction thereof and the additional period is each six seconds (6) or fraction thereof. The Customer is responsible for all charges and equipment required to deliver traffic between the Customers premises and the POP of the underlying carrier.

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SECTION 3 - DESCRIPTION OF SERVICES**3.3 Travel Card Services****3.3.1 General**

Travel card Services enable the End User to originate a call from a touch tone telephone by dialing a toll free access number, a valid calling card number, and PIN. All travel card Services are interstate Services with the Customer having the option to use the Service to place intrastate calls.

3.3.2 Areocom Travel Card

The Areocom Travel Card is available to Business Customers and Residential Customers that subscribe to one of the Company's Outbound Service offerings. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof.

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SECTION 3 - DESCRIPTION OF SERVICES

3.4 Directory Assistance

3.4.1 Description of Service

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

3.4.2 Availability of Service

Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC.

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SECTION 4 - RATES AND CHARGES

4.1 Outbound Services

4.1.1 Outbound Services - Switched Access

(A) One Plus Service

The rate per minute is \$0.119

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SECTION 4 - RATES AND CHARGES

4.1 Outbound Services

4.1.2 Outbound Services - Dedicated Access

(A) Areocom Direct

The rate per minute is \$0.150

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SECTION 4 - RATES AND CHARGES

4.2 Inbound Services

4.2.1 Inbound Services - Switched Access

(A) Toll Free Service

The rate per minute is \$0.100

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SECTION 4 - RATES AND CHARGES

4.2 Inbound Services

4.2.2 Inbound Services - Dedicated Access

(A) Areocom Direct Inbound

The rate per minute is \$0.150

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SECTION 4 - RATES AND CHARGES

4.3 Travel Card Services

4.3.1 Areocom Travel Card

The rate per minute is \$0.100

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SECTION 4 - RATES AND CHARGES

4.4 Directory Assistance

The charge is \$0.95 per call.

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SECTION 4 - RATES AND CHARGES**4.5 Miscellaneous Charges****4.5.1 Return Check Charge**

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$20.00.

4.5.2 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a Customer's toll free numbers and/or Calling Cards, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.30 per call for all such traffic.

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SECTION 4 - RATES AND CHARGES

4.6 Promotions

4.6.1 Referral Promotion

Areocom provides each customer who refers a new customer to Areocom 200 free long distance minutes of use on the customer's next bill if the referred new customer uses Areocom's services for a thirty-day period.

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