

Missouri Public

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

REC'D FEB 20 2004

Service Commission

OFFERED BY

Victory Communications, Inc.
681 Downsville Road
Downsville, Louisiana 71234
318-345-3737

VICTORY COMMUNICATIONS, INC.
AS A COMPANY AND ITS SERVICES HAVE BEEN CLASSIFIED AS
COMPETITIVE UNDER THE REVISED STATUTES OF MISSOURI

CANCELLED

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BASIC LOCAL TELECOMMUNICATIONS SERVICE- WAIVERS

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

Statutes

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

Commission Rules

4 CSR 240 - 10.020	- Income on depreciation fund investments
4 CSR 240-3.545(2)(C)	- Rate Schedules
4 CSR 240 - 30.040	- Uniform system of accounts
4 CSR 240-3.500(5)(C)	- File Exchange Boundary Maps
4 CSR 240 - 33.030	- Minimum charges

EXPLANATION OF SYMBOLS

- D - Deleted text
- I - Increased rate or charge
- M - Moved text
- N - New text or rate
- R - Reduced rate or charge
- T - Changed text

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APPLICATION OF TARIFF

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate basic local residential telecommunications services by Victory Communications, Inc. (hereinafter "Company"). This tariff is on file with the Missouri Public Service Commission, ("Commission"), and copies can be inspected, during normal business hours, at the Company's principal place of business.

SERVICE AREA

The Company offers basic local exchange service only in areas where Southwestern Bell Corporation is the ILEC.

Exchanges served by Southwestern Bell

Adrian	Cardwell	Elsberry	Hannibal
Advance	Carl Junction	Essex	Harvester
Agency	Carrollton	Eureka	Hayti
Altenburg-Frohna	Carthage	Excelsior Springs	Herculaneum-
Antonia	Caruthersville	Fair Grove	Pevely
Archie	Cedar Hill	Farley	Higbee
Argyle	Center	Farmington	High Ridge
Armstrong	Chaffee	Fayette	Hillsboro
Ash Grove	Charleston	Fenton	Holcomb
Beaufort	Chesterfield	Ferguson	Homersville
Bell City	Chillicothe	Festus-	Imperial
Belton	Clarksville	Crystal City	Independence
Billings	Clever	Fisk	Jackson
Bismarck	Climax Springs	Flat River	Jasper
Bloomfield	Creve Center	Florissant	Joplin
Bloomsdale	De Kalb	Frankford	Kansas City
Blue Springs	De Soto	Fredericktown	Kennett
Bonne Terre	Deering	Freeburg	Kirksville
Boonville	Delta	Fulton	Kirkwood
Bowling Green	Dexter	Gideon	Knob Noster
Bridgeton	Downing	Gladstone	La Monte
Brookfield	E. Independence	Grain Valley	Ladue
Camdenton	East Prairie	Gravois Mills	Lake Ozark
Campbell	Edina	Gray Summit	Lamar
Cape Girardeau	Eldon	Greenwood	Lancaster

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Exchanges served by Southwestern Bell (con't)

Leadwood	Paynesville	Tiffany Springs
Lees Summit	Perryville	Trenton
Liberty	Pierce City	Tuscumbia
Lilbourne	Pocahontas-	Union
Linn	New Wells	Valley Park
Lockwood	Pond	Versailles
Louisiana	Poplar Bluff	Vienna
Macks Creek	Portage de Sioux	Walnut Grove
Malden	Portageville	Wardell
Manchester	Puxico	Ware
Marble Hill	Quilin	Washington
Marceline	Raytown	Webb City
Marionville	Republic	Webster Groves
Marshall	Richmond	Wellsville
Marston	Richwoods	Westphalia
Maxville	Risco	Willard
Mehlville	Riverview	Wyatt
Meta	Rogersville	
Mexico	Rushville	
Moberly	San Antonio	
Monett	Sappington	
Montgomery City	Scott City	
Morehouse	Sedalia	
Nashua	Senath	
Neosho	Sikeston	
Nevada	Slater	
New Franklin	Southville	
New Madrid	South Kansas City	
Nixa	Spanish Lake	
Oak Ridge	Springfield	
Oakville	St. Charles	
Old Appleton	St. Clair	
Oran	St. Joseph	
Osage Beach	St. Louis	
Overland	St. Marys	
Pacific	Ste. Genevieve	
Parkville	Stanberry	
Patton	Strafford	

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SECTION 1 - DEFINITIONS

Service Commission

Certain terms used generally throughout this tariff are defined below.

Account Number: Customer's telephone number is his/her account number.

Advance Payment: A payment required before the start of service.

Application for Service: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Company to provide telecommunication service.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Authorized Code: A numerical code, one or more of which are assigned to Customer to enable Company to identify use of service on his or her account and to bill Customer accordingly for such service. Multiple authorization codes may be assigned to Customer to identify individual users or groups of users on his or her account.

Commission: Missouri Public Service Commission unless content indicates otherwise.

Company: Victory Communications, Inc., a Louisiana-based corporation, the issuer of this tariff.

Customer: The person(s) who orders service, uses and/or is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer-Provided Equipment: Terminal equipment, as defined herein, provided by Customer.

Demarcation Point: As used in this part, the point of demarcation and/or interconnection between the communications facilities of a provider of wireline telecommunications, and terminal equipment, protective apparatus or wiring at a subscriber's premises.

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SECTION 1 - DEFINITIONS (continued)

Service Commission

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

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Local Calling: A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

Local Service: Service which provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff.

Local Service Area: That area within which a Customer can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the Service Order is executed.

Recurring Charges: The monthly charges to the Customer for services, facilities and/or equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

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SECTION 1 - DEFINITIONS (continued) Service Commission

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Services: The Company's local telecommunications services offered to the Customer within the State of Missouri.

Speed Dial: Provides a User with the option to call selected directory numbers by dialing a one- or two-digit code.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use Services provided under this tariff.

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SECTION 2 - REGULATIONS

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2.1 Undertaking of the Company

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2.1.1 Scope

2.1.1.A The Company undertakes to furnish intrastate telecommunications services within the state of Missouri under the terms of this tariff as a reseller. Company will only provide residential service. Service is available 24 hours a day, seven days a week.

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

2.1.2 Shortage of Equipment or Facilities

2.1.2.A The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.B The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

2.1.3 Terms and Conditions

2.1.3.A Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due in advance on the date specified by the Company. Service may be discontinued after notice if a Customer's account is not paid in full on the due date. All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

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2.1 Undertaking of the Company (Cont'd)

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2.1.3 Terms and Conditions (Cont'd)

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2.1.3.B At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 5 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.

2.1.3.C This tariff shall be interpreted and governed by the laws of the State of Missouri.

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

2.1.3.E The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. The Company will give the Customer at least sixty (60) days written notice of any proposed change.

2.1.4 Liability of the Company

2.1.4.A The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)By CD-05505
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2.1.4.B The Company's liability for gross negligence or intentional wrongdoing, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

2.1.4.C The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request or the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.4.D The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or local exchange companies.

2.1.4.E The Company shall not be liable for any damages or losses due to the fault or negligence, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.F The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any equipment provided by the Company excluding attorney's fees. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such equipment.

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2.1 Undertaking of the Company (Cont'd)

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2.1.4. Liability of the Company (Cont'd)

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2.1.4.G The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

2.1.4.H Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:

1. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this tariff;

2. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and

3. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

2.1.4.I The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim.

2.1.4.J THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2.1 Undertaking of the Company (Cont'd)

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2.1.4. Liability of the Company (Cont'd)

Service Commission

2.1.4.K The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

2.1.4.L No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.1.4.M With respect to Emergency Number 911 Service:

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

2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, or occasion by the use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

3. The Company's liability for intentional wrongdoing or gross negligence in handling an emergency call, if established as a result of judicial or administrative proceedings, is not limited by this tariff.

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2.1 Undertaking of the Company (Cont'd)

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2.1.4 Liability of the Company (Cont'd)

Service Commission

2.1.4.N The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs. The Company will provide the Customer at no charge intercept service of the wrong number when possible.

2.1.4.O In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.P When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

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

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681 Downsview Road
Downsville, Louisiana 71234

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2.1 Undertaking of the Company (Cont'd)

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2.1.6 Provision of Equipment and Facilities

2.1.6.A The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff and applicable state rules and regulations.

2.1.6.B The Company, through its agent(s), shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except the Incumbent Local Exchange Carrier, to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company's agent(s), except upon written consent of the Company's agent(s).

2.1.6.C The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. The Company shall not be responsible for:

1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission or the reception of signals by Customer provided-equipment; or

2. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside Company's agent(s) regular business hours or in hazardous locations. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company's agent(s) will apply. If installation is started during regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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2.1 Undertaking of the Company (Cont'd)

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2.1.8 Ownership of Facilities

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Title to all facilities provided in accordance with this tariff remains in the Company, its agents or Contractors, or the Incumbent Local Exchange Carrier.
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2.2 Prohibited Uses

The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.3 Obligations of the Customer

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2.3.1 General

The Customer shall be responsible for:

- A. placing orders for service.

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When placing an order for service, Customer must provide:

1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).

- B. the payment of all applicable charges pursuant to this tariff.

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2.3. Obligations of the Customer (Cont'd)

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2.3.1. General (Cont'd)

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C. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1.D above; and granting or obtaining permission for Company's agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company's agent(s);

D. not creating or allowing to be placed or maintained any liens or other encumbrances on the property of the Company; and

E. making Company's agents facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company's agent(s) and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2. Claims

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

A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

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2.3. Obligations of the Customer (Cont'd)

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2.3.2 Claims (Cont'd)

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B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's

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services in a manner not contemplated by the agreement between the Customer and the Company.

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2.4 Customer Equipment and Channels

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2.4.1 Interconnection of Facilities

2.4.1.A Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Service furnished by the Company is not part of a joint undertaking with such other carriers.

2.4.1.B Any special interface equipment necessary to achieve compatibility between the facilities of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.1.C Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provision of this tariff.

2.4.1.D The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's agent's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.4.2 Inspections

2.4.2.A Upon reasonable notification to the Customer, and at a reasonable time, the Company's agent(s) may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation,

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2.4. Customer Equipment and Channels (Cont'd)

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2.4.2 Inspections (Cont'd)

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operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities owned by the company's agent(s). No credit will be allowed for any interruptions occurring during such inspections.

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2.4.2.B If the protective requirements for Customer-provided equipment are not being complied with, the Company's agent(s) may take such action as it deems necessary to protect its facilities and personnel. The Company's agent(s) should notify the Customer promptly if there is any need for further corrective action. If the Customer fails to take corrective action, the Company's agent(s) may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company or its agent(s) to the Customer or authorized users. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer and will be specified on the bill.

2.5.1.A Taxes: The customer is responsible for the payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of network services. Company will itemize taxes and surcharges as separate line items on the customer's bill. All charges other than taxes and franchise fees will be submitted to the Commission for prior approval.

2.5.2 Billing and Collection of Charges

The Company sets forth the following on residential bills:

A. The number of access lines for which charges are stated;

B. The beginning or ending dates of the billing period;

C. The date the bill becomes delinquent if not paid on time;

D. Penalty fees and advance payments, if any;

E. The unpaid balance, if any;

F. The amount due for the basic service;

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- G. The itemization of the amount due for all other regulated or nonregulated service including the date and duration (in minutes or seconds) of each toll call if such Service is provided as an individual service;
- H. The amount due for all regulated or non-regulated services offered at a packaged rate and an itemization of each service included in the package;
- I. An itemization of the amount due in taxes, franchise fees, Relay Missouri surcharge, 911 surcharges (if applicable), and other surcharges as may be necessary and appropriate;
- J. The total amount due;
- K. A toll-free telephone number and/or dispute resolutions may be made for each category of charges appearing on the customer's bills; and
- L. Any other credits and charges applied to the account during the current billing period.
- M. If applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated;
- N. Any other credits and charges applied to the account during the current billing period

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

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2.5 Payment Arrangements (Cont'd)

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It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.2.A All payments for service are paid in advance and are due thirty days (30) from the date of installation and on the expiration of each subsequent thirty day (30) period.

2.5.2. Billing and Collection of Charges (Cont'd)

The Company mails statements to each customer during every billing cycle indicating the due date and the amount that is due.

2.5.2.B Customers may pay for service by cash or any cash equivalent.

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure. Complaints may be directed to the Company either orally or in writing by calling the company's 1-800 number ([888] 799-0071) or writing to the address shown on the cover sheet of this tariff.

2.5.3.A The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

2.5.4 Discontinuance of Service

The Company may with notice discontinue service or cancel an application for service for any of the following:

2.5.4.1 Reasons for Discontinuance of Service:

Service may be discontinued for any of the following reasons:

- A. Nonpayment of an undisputed delinquent charge;
- B. Failure to post a required deposit or guarantee;
- C. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;

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2.5 Payment Arrangements (Cont'd)

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- D. Failure to substantially comply with the terms of a settlement agreement;
- E. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment;
- F. Material misrepresentation of identity in obtaining telephone utility service;
- G. As approved by federal or state law.

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Service shall not be discontinued until ten (10) days after such notice, and basic local telephone service may not be discontinued for failure to pay charges other than basic local telephone service, nor may basic local telephone service be discontinued for failure to pay charges not subject to the jurisdiction of the Commission. Additionally, Applicant will make reasonable efforts to contact the customer at least 24 hours in advance prior to discontinuance of telephone service. Service may be discontinued during normal business hours or after the date specified in the notice of discontinuance, but service may not be discontinued on a day when the offices of Applicant are not available to facilitate reconnection or on a day immediately preceding such day.

2.5.4.2 Service may not be discontinued by the Company for failure to pay charges not subject to Missouri Public Service Commission's jurisdiction unless specifically authorized in this tariff.

2.5.4.3 Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

2.5.4.4 Customers shall have 21 days from the rendition of a bill (invoice date) to pay the charges stated.

2.5.4.5 Residential service shall not be discontinued unless written notice by first-class mail is sent or delivered to the Customer at least 10 days prior to the date of the proposed discontinuance.

2.5.4.6 At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise of the proposed discontinuance and what steps must be taken to avoid it.

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2.5 Payment Arrangements (Cont'd)

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2.5.4.7 Notice of Discontinuance shall contain the following information:

- A. The name, address, and telephone number of the Customer;
- B. A statement of the reason for the proposed discontinuance and the cost of reconnection;
- C. The date after which service will be discontinued unless appropriate action is taken;
- D. How a Customer may avoid the discontinuance;
- E. The Customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full;

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2.5.4 Discontinuance of Service (cont'd)

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2.5.4.7 Notice of Discontinuance (cont'd)

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- F. The telephone number where the Customer may make an inquiry;
- G. A statement that this notice will not be effective if charges involved are part of an unresolved dispute; and
- H. A statement of the exception for medical emergency as follows:

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

- 2.5.4.8 The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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2.5 Payment Arrangements (Cont'd)**2.5.5 Credit Allowance - Directory****Service Commission**

The Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
2. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
3. For listings and lines of information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

2.6 Allowances for Interruptions of Service

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs.

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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2.6 Allowances for Interruptions to Service (Cont'd)

2.6.1 Credit Allowances

2.6.1.A Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Company.

2.6.1.B Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

2.6.1.C For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for services outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit will be made for:

2.6.2.A interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;

2.6.2.B interruptions due to the negligence of any person using the Company's facilities with the Customer's permission.

2.6.2.C interruptions due to the failure or malfunction of non-Company equipment;

2.6.2.D interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

2.6.2.E interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

2.6.2.F interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

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2.6.2.G interruption of service due to circumstances or causes beyond the control of the Company.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.A Applications for new service are noncancelable unless the Company otherwise agrees or receives five days notice prior to installation. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.

2.7.1 Cancellation of Application for Service (Cont'd)

2.7.1.B Where, prior to cancellation by the Customer, the company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.C The special charges described in 2.7.1.A and 2.7.1.B will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by a Customer

2.7.2.A To cancel or terminate service, a customer must provide the Company with 5 days notice.

2.7.2.B If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.6.2, all costs, fees and expenses incurred in connection with:

1. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

3. all Recurring Charges for the applicable notice period.

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681 Downsview Road
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2.8 Transfers and Assignments Service Commission

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

2.9 Notices and Communications

2.9.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.

2.9.3 Except for notices concerning disputed bills, all notices or other communications required to be given pursuant to this tariff will be in writing in person, or via telephone message. The Customer may notify the Company of billing disputes in writing, in person, or by calling the Company's customer service center. Mailed notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES

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3.1 Local Exchange Service

The Company's Local Telephone Service enables the Customer to:

- Place or receive calls to any calling Station in the local calling area,
- Access basic 911 Emergency Service if available in the Customer's area;
- Where available, place calls to 800 telephone numbers;
- access operator services; and
- access long distance providers.

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681 Downsview Road
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3.1 Local Exchange Service Cont'd

The Company's service cannot be used to originate calls to other companies' caller-paid information services (e.g. 900, 976). The Company adopts the exchange map(s) and legal description(s) filed with the Commission by the incumbent local exchange carrier(s) whose services the Company resells. The Company's local calling area is identical to incumbent local exchange carriers as defined in their applicable tariffs.

3.1.1 Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number. The following types of calls and services may be blocked by the Company: long distance; collect calls; operator-assisted calls; directory assistance calls; third number billed calls; or any service that may be billed to Customer's telephone number.

3.1.1.A Standard Features

Each Local Line Customer is provided with only basic local telephone service as defined in 3.1.1.

3.1.1.B Optional features:

Call Waiting: allows a customer to place an existing call on hold and to answer another call.

Call Forwarding: allows a customer to forward a call to another number.

Three-Way Calling: allows a customer to set up a three-way conversation that includes a customer's phone and two other numbers.

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

Per line blocking for blocking of CPN will be available upon request, at no charge, **ONLY** to the following entities for lines over which the official business of the agency is conducted, including those at the residences of

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employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Company:

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3.1 Local Exchange Service Cont'd

- a) Private, nonprofit, tax exempt, domestic violence intervention agencies,
- b) Federal, state, and local law enforcement agencies. by **CD-05-505**

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The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. Line blocking Customer can unblock their CPN information on a per call basis, at no charge, by dialing an access code (*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customer will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

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

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited

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by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

3.1.1.C Local Line Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

1. Suspension Restoral Fee

Suspension Restoral Fee * \$ 25.00

* Applies when a customer has been disconnected for non-payment but then pays his or her bill.

2. Recurring Charges

Local Line - Monthly Recurring \$39.95

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3. Optional Features

	Monthly	One-Time Activation Fee*
Call Waiting	\$5	\$20
Call Forwarding	\$5	\$20
Three-Way Calling	\$5	\$20
Caller ID Name & Number	\$10	\$20
Unlisted Number	\$5	\$20
Directory Assistance	\$15	\$20
Call Block	\$10	\$20

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*If service is installed after initial installation.

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3.1 Local Exchange Service (Cont'd)

3.1.1.C Local Line Rates and Charges (Cont'd)

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4. Late Fees.

If payment is 1 to 5 days late: \$1.00

If payment is 6 or more days late: \$3.00 (inclusive)

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5. Packages.

Victory offers three packages of services and features. They are:

Package 1 includes basic local service, taxes, and 911 fees: \$49.95

Package 2 includes everything in Package 1 plus call waiting (number only), caller ID (number only), 3-Way calling: \$59.95.

Package 3 includes everything in Package 2, as well as call waiting deluxe (name and number), caller ID deluxe (name and number), call forwarding, repeat dialing, call block (up to 6 numbers), speed dialing (up to 8 numbers) and anonymous call rejection plus an unlimited long distance card: \$79.95.

3.2 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Company shall arrange for delivery of one free directory to its customers.

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

3.2.2. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position

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Jack N. Beasley, President
681 Downsview Road
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3.2 Director Listing Cont'd

in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.2.3. In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.2.4 Directory listings are provided in connection with each Customer service as specified herein.

3.2.5 Non-Recurring Charges

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

Non-Recurring

Primary Listing No Charge

Monthly Recurring Charges associated with Directory Listings are as follows:

Monthly

Primary Listing (one number) No Charge

Whenever any customer's telephone number is changed after a directory is published, the company shall upon customer request and at no charge intercept all calls to the former number for a period of 30 days and give the calling party the new number, provided existing central office equipment will permit. Company will notify customers that this interception service is available.

3.3 Call Trace

Customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by company's name or (2) the capability to utilize Call Trace on a per activation basis, as needed. Call Trace allows the customer to dial a code (*57) to automatically request that the following information be recorded:

- The originating telephone number;
- The date and time of the call; and
- The date and time call trace was activated.

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When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll free number, which will activate a Voice Response Script and assist the customer in establishing an open file. Should the customer decided to prosecute the call originating party, the customer should contact Company for further instructions. Activation of Call Trace 3.2 Call Trace Cont'd

never authorizes Company to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the customer's telephone line.

3.4 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

1. The Company is obligated to supply the E-911 service provider in the Company's service area with accurate information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to this Tariff. The Company recognizes the authority of the E-911 service provider to establish service specifications and grant final approval or denial of service configurations offered by the Company.
2. The Company will collect 911 and E-911 surcharges and remit all surcharges revenue to the appropriate governmental entity pursuant to 190.310 RSMo and will observe and adhere to the Commission's emergency telephone service rules in 4 CSR 240-34.
3. The Company undertakes no responsibility to inspect or to monitor 911 and E-911 Service facilities to discover errors, defects, or malfunction in the emergency services.

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3.5 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services and combination of services (or packages) which may include waiving or reducing the applicable charges for the promoted service(s). The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion, the exchange(s) within which the promotion will be offered, and the start and end dates of the promotion. Company will offer all promotions in a non-discriminatory manner.

3.6 Customer Service

Customer service is available 24 hours a day, seven days a week by calling the company's 1-800 number ([888] 799-0071) or writing the Company at 681 Downsville Road, Downsville, Louisiana, 71234. The Company's administrative offices may be reached at 888-799-0031 or by sending a fax to (888) 799-0072.

3.7 Customer Rights Notification

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The Company's Customer Rights Notification will read as follows:

***Rights and Responsibilities of
Missouri Residential Telephone Customers***

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

Your Telephone Bill

You will receive a telephone bill from us each month. Victory Communications provides basic local telephone service only, including access to 9-1-1 service, where available in your area. Victory Communications does not provide access to long distance, directory assistance service, or operator service. Victory Communications does require advance payment for service. Your monthly payment in full is due within 21 days of the date of the bill. If we do not receive your payment within 21 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

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A one-time installation fee and the first month's service charge plus associated taxes are required to initiate service. The installation fee is 100% refundable upon request for termination of service within 10 business days following the date on which the Statement of Rights and Responsibilities is either hand delivered or mailed to the Customer. In the event the Statement of Rights and Responsibilities is mailed to the Customer, the 10 business days shall start on the date of the postmark. The recurring monthly service charge plus associated taxes, is also refundable within 10 business days and shall be prorated for the actual number of days which service has been provided with the unused portion being refunded to the Customer.

Payment Arrangements

Payment must be sent to Victory Communications or made at one of our Agent locations.

Payment for service may be made by credit card or check, or may be paid in cash at an authorized Agent location. If you are temporarily having difficulty paying your telephone bill, please call Victory Communications immediately at (888-799-0071). By doing this, you may avoid having your phone service suspended or disconnected.

Disconnection or Suspension of Telephone Service

Your telephone service is subject to discontinuance for any of the reasons listed below. If your service is suspended, your telephone number is reserved for 14 days and you will not be charged installation charges again. If, after a period of suspension, service is disconnected, a new telephone number will be assigned and you will be required to pay installation charges again.

- 1) Nonpayment of an undisputed delinquent account.
- 2) Failure to post a required deposit or guarantee
- 3) Unauthorized use of telephone utility equipment in manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- 4) Failure to comply with the terms of a settlement agreement.
- 5) Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- 6) Misrepresentation of the identity in obtaining telephone utility service.
- 7) As provided by federal and state law.

Prior to discontinuance, Victory Communications will send written notice by first-class mail notifying you of the impending discontinuance at least ten (10) days prior to the discontinuance of your service. Your service will not be discontinued until ten (10) days after such notice, and basic local telephone service may not be discontinued for failure to

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pay charges other than basic local telephone service, nor may your basic local telephone service be discontinued for failure to pay charges not subject to the jurisdiction of the Missouri Public Service Commission.

Additionally, Victory Communications will make reasonable efforts to contact you at least 24 hours in advance prior to discontinuance of your telephone service. Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance, but service may not be discontinued on a day when the offices of Victory Communications are not available to facilitate reconnection or on a day immediately preceding such day.

Residential Medical Emergency

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

Reconnection of Service

After local telephone service has been discontinued, Victory Communications will restore your service when the reason for the discontinuance has been remedied. Before restoring your service, the following will be required:

- 1) Payment for all undisputed amounts must be received by Victory Communications or its authorized Agent.
- 2) Installation charges must be paid again if your service has been disconnected. Installation charges will not be charged if your service has been suspended.

Rates for Telephone Service

Victory communications is required to list all rates for all services it provides. The following is a listing of the Company's rates:

1. Suspension Restoral Fee

Suspension Restoral Fee	\$ 25.00
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(This fees applies when a customer has been disconnected for non-payment but then pays his or her bill.)

2. Recurring Charges

Local Line - Monthly Recurring \$39.95

3. Optional Features

	Monthly	One-Time Activation Fee*
Call Waiting	\$5	\$20
Call Forwarding	\$5	\$20
Three-Way Calling	\$5	\$20
Caller ID Name & Number	\$10	\$20
Unlisted Number	\$5	\$20
Directory Assistance	\$15	\$20
Call Block	\$10	\$20

Call Block of 900, 976 and 700 service numbers are free at the request of the customer

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*If service is installed after initial installation.

4. Late Fees.

If payment is 1 to 5 days late: \$1.00

If payment is 6 or more days late: \$3.00 (inclusive)

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Victory offers three packages of services and features. They are:

Package 1 includes basic local service, taxes, and 911 fees: \$49.95

Package 2 includes everything in Package 1 plus call waiting (number only), caller ID (number only), 3-Way calling: \$59.95.

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Package 3 includes everything in Package 2, as well as call waiting deluxe (name and number), caller ID deluxe (name and number), call forwarding, repeat dialing, call block (up to 6 numbers), speed dialing (up to 8 numbers) and anonymous call rejection plus an unlimited long distance card: \$79.95.

Procedures for Handling Inquiries and Complaints

Telephone inquiries may be directed to Victory Communications at the following toll free number: 888-799-0071. Written inquiries may be directed to Victory Communications, 681 Downsview Road, Downsview, Louisiana 71234.

Filing a Complaint with the Missouri Public Service Commission

If Victory Communications cannot resolve your complaint, you may call the Missouri Public Service Commission toll-free at 800-392-4211 or write the MISSOURI PUBLIC SERVICE COMMISSION, CONSUMER SERVICES DEPARTMENT, SUITE 800, 200 MADISON STREET, P.O. BOX 360 JEFFERSON CITY, MISSOURI 65102-0360, to file an informal complaint.

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

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