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MISSOURI Public Service Commission

Schedules of Rates, Rules, and Regulations
Governing Intrastate Long Distance Telecommunications
Service Provided in the State of Missouri
By

US Net, Incorporated, a competitive telecommunications company as defined by case No. TO-88-142.

U. S. NET, INC. 1949 E. Sunshine Springfield, Missouri 65804

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NETWORK SERVICE TARIFF

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U.S. Net, Inc.

Missouri PSC No. 1 Waiver of Rules and Regulations

WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-91-303 (issued July 2, 1991) the following Rules and Regulations have been waived for purposes of offering network services as set forth herein:

Statutory Provisions

Section 392.240(1) R.S. Mo.;

Section 392.270 R.S. Mo.;

4 CSR 240-30.010(2)(c);

4 CSR 240-30.060(5);

4 CSR 240-32.030(1)(c);

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4 CSR 240-32.050(3);

4 CSR 240-32.050(4);

4 CSR 240-32.050(6);

4 CSR 240-32.050(6);

* Unless otherwise indicated, all references are to the

Revised Statutes of Missouri (1986 and 1991 Supp.)

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TABLE OF CONTENTS JUL 2 1991 Title of Document Sheet No. MISSOLINI Cover Sheet..... Fublic Servica ปัวกากเรรion Table of Contents,..... Explanation of Symbols..... 2 General Rules and Regulations............ Application of Tariff..... Territory...... Terms and Conditions..... 5 Definitions..... Responsibility of the Carrier..... Liability of the Carrier..... 8 Use of Service by the Subscriber..... 9 Application for Service..... 10 Advance Payments..... 11 Billing and Payment Charges..... 12 Establishing and Furnishing Service-Commercial.. 13 Establishing and Furnishing Service-Residential. 15 Interruption of Service..... 19 Mileage..... 20 Service Hours..... 21 Description of Service..... 22 22 NETCALL Current Rates 23

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EXPLANATION OF SYMBOLS

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When changes are made on any tariff page, a revised page will be issued cancelling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) To signify changed regulation or rate.
- (D) To signify discontinued rate or regulation or text.
- (I) To signify increase.
- (M) To signify matter relocated with no change.
- (N) To signify new rate, regulation, and/or text.
- (R) To signify reduction.
- (T) To signify a change in text, but no change in rate or regulation.
- (Z) To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom an individual page.

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GENERAL RULES AND REGULATIONS

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APPLICATION OF TARIFF 1.

> The regulation set forth herein apply to competitive intrastate services furnished within the State of Missouri by U. S. Net, Inc., hereinafter referred to as Carrier, which are subject to the jurisdiction of the Missouri Public Service Commission.

These tariffs cancel and supersede all other tariffs of the Carrier issued and effective prior to the effective dates shown on individual sheets of this Tariff.

When services and facilities are provided in part by Carrier and in part by other companies, the regulations of the Carrier apply to that portion of the service or facilities furnished by it.

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2. TERRITORY

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Inter-city telecommunications services are available for origination from:

(1). any city in the State of Missouri.

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3. TERMS AND CONDITIONS

3.1 <u>Definitions</u>

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Certain terms used in this tarifill Stelliefined below.

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Public Service Commission

Carrier

The term "Carrier" means U. S. Net, Inc.

Closed End Circuit

The termination of a circuit to a location other than a local exchange company switching office.

Commercial Service

The phrase "Commercial Service" means telecommunications services provided to a customer for use primarily or substantially of a business, professional, institutional or other occupational nature.

DACC

"Digital Access Cross-Connect: refers to demodulation of a voice grade circuit over a DS1 channel.

Day

The term "Day" means 8:00 a.m. to, but not including, 5:00 p.m., local time at the originating city on Monday through Friday, excluding Carrier-specified holidays.

DS1

A circuit that transmits digital signals at 1.544 megabits per second over terrestrial channels.

Evening

The term "Evening" means 5:00 p.m. to, but not including 11:00 p.m., local time at the originating city on Sunday through Friday and anytime on Carrier-specified holidays, except when a lower rate would normally apply.

Exchange Area

A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies provide communication services.

Holiday

The term "Holiday" means all Carrier-specified holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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3. TERMS AND CONDITIONS

3.1 <u>Definitions (Continued)</u>

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Local Access Transport Area (LATA) Public Service Commission
The phrase "Local Access Transport Area" means a geographical
area established by the U.S. District Court for the District
of Columbia within which a local exchange company provides
communications services.

Night/Weekend

The words "Night/Weekend" means 11:00 p.m. to, but not including 8:00 a.m. local time in the originating city and anytime on Saturday and Sunday up to 5:00 P.M.

Normal Work Hours

The phrase "Normal Work Hours" means the time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding holidays.

Open End Circuit

A circuit that terminates in a local exchange company switching office with access to the calling area.

Regular Billing

The words "Regular Billing" means a standard bill sent in the normal Carrier billing cycle. This billing consists of one bill for each account assigned to a subscriber.

Subscriber

The term "Subscriber" means the person, firm, company, corporation or other entity that contracts for service under this tariff and is responsible for the payment of charges as well as compliance with Carrier's regulations pursuant to this tariff.

Switch

The term "Switch" means an electronic device which is used to provide circuit routing and control.

Voice Grade Service

A circuit sufficient for transmitting analog signals within a frequency bandwidth or approximately 300 to 3000 Hz.

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3. TERMS AND CONDITIONS

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3.2 Responsibilities of the Carrier

- MISSOUR!
- (a) The service provided consists of the wie of the weight designed available by Carrier for telephone communication between different exchange areas. The Carrier does not undertake to accept, transmit, or relay messages. The service provided does not include collect calls or third number billing.
- (b) Carrier is a reseller of long distance services. Carrier leases WATS lines and other facilities from other telephone companies and offers to sell to subscribers the right to use those facilities on an as needed basis. The service provided by Carrier is non-exclusive. Carrier's customers can and do have access to other long distance carriers.
- (c) The obligation of Carrier to provide service is dependent upon its ability to procure facilities which are required to meet the subscriber's order for service. Carrier will make reasonable efforts to secure the necessary facilities as provided for in these tariffs.

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3.3 Liability of Carrier

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- Because the subscriber has the exclusive control of his communications over the facilities provided to him by Carrier, and because of the inability to provide error-free service over the telecommunication facilities provided, the services provided are subject to the terms and conditions contained in these tariffs.
- (b) The subscriber assumes all risks for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or from failure or defects in equipment and facilities furnished by Carrier occurring in the course of providing service.
- If service is interrupted or the subscriber receives a poor connection on a call, other than as a result of negligence or willful act of the subscriber, an allowance or credit in the amount that would normally be charged for said call will be given to the subscriber. In order to be entitled to such a credit or allowance, the subscriber shall notify Carrier of the disconnect or poor condition with five (5) business days from the date of the call.
- The liability of Carrier for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the subscriber shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistakes, omissions, interruptions, delays, or errors or defects in transmission occur.
- Carrier shall be indemnified and held harmless by the sub-Ascriber against any and all claims for libel, slander or copyright infringement arising directly or indirectly from the material transmitted over the facilities of Carrier or the use of ത് same by subscriber, and also against claims for patent infringe-😭 ment arising from combining with, or using in connection with, facilities furnished by Carrier and apparatus, equipment, and systems provided by the subscriber, and against all other claims arising out of any act or omission of the subscriber in connection with the services and facilities provided by Carrier

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TERMS AND CONDITIONS

3.4 Use of Service by the Subscriber

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- (a) The service is provided for use by the subscriber and may ben used by others when so authorized by the subscriber, providing that all such usage shall be subject to the provisions of Carrier's filed tariffs.
- Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to, the following:
 - The use of profane or obscene language in communications over Carrier's facilities.
 - (2) A call or calls, anonymous or otherwise, if made in a manner which could reasonably be expected to frighten, abuse, torment, or harass another.
 - (3) For any unlawful purpose.
 - (4) Use of service in any manner that would violate any rule, regulation, or contract provision regulating the relationship between Carrier and those who supply the facilities that Carrier makes available to its subscriber.
 - The use of service or facilities of the Carrier to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for service.
 - The obtaining, or attempting to obtain, or assisting another to obtain, or to attempt to obtain service by rearranging, tampering with, or making connection with any facilities of the Carrier, 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 regular charge for such service.
 - The use of the service in such manner as to interfere unreasonably with the use of the service by one or more other customers. FILED

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3. TERMS AND CONDITIONS

3.5 Application for Service

MISSOURI

- (a) Applications for service may be made or author services applications become a contract upon the establishment of service. Cancellation of written application may invoke cancellation charges as set forth in 3.8.2.
- (b) Any change in rates or regulations prescribed by the Missouri Public Service Commission modifies the terms and provisions of contracts to the extent of such change.
- (c) Carrier may require any subscriber to sign an application form furnished by Carrier and to establish credit as provided in these rules, as a condition precedent to the initial establishment of service. Carrier's acceptance of an order for service to an applicant whose credit has not been established may be subject to the provisions of these tariffs relating to the establishment of credit.

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3. TERMS AND CONDITIONS

3.6 Advance Payment

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At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or the service connection charges, which may be applicable. The amount of the first month's service is credited to the customer's account on the first bill rendered.

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3. TERMS AND CONDITIONS

3.7 <u>Billing and Payment of Charges</u>

MISSOURI

(a) Unless a subscriber's bill has a zero balance, he will receive a bill each month for all charges incurred during the preceding month. A month shall be the thirty (30) day period preceding the rendition of the bill. Special billing arrangements may be provided for service to governmental agencies.

- (b) A subscriber is responsible for all charges in conjunction with the use of his authorized access number and for all charges for service provided to him by Carrier.
- (c) Bills are due as specified on the bill and may be paid at any business office of the Carrier or at any agency authorized by Carrier to receive payment.
- (d) For billing of any fixed charges, service is considered to be established on the day that Carrier notifies the subscriber of installation.
- (e) Payment of commercial bills and residential bills are due upon receipt.

 Commercial bills which are unpaid fifteen (15) days after the date the bill is rendered will be charged interest at the rate of 1.5% per month (18% per annum).

 Residential bills which are unpaid (21) twenty-one days after the date the bill is rendered will be considered delinquent. Exceptions to this late fee are subject to approval by Carrier. Subscriber will be billed for all usage beginning immediately upon access to service. For the purpose of computing charges, a month is considered to consist of (30) thirty days.
- (f) Subscribers billed by local exchange telephone companies on behalf of Carrier are responsible for any late payment charges that the local exchange telephone company may employ in its billing process.

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MISSOURI

TERMS AND CONDITIONS

Public Service Commission

- 3.8 Establishment and Furnishing Service Commercial Only
- 3.8.1 Deposits
 - (a) Each commercial applicant for service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing commercial subscriber may be required to make a deposit or increase a deposit presently held.
 - A deposit will not exceed the estimated charges for two (2) month's service plus installation. It will be returned:
 - (1) When an application for service has been cancelled Apprior to the establishment of service. The deposit will be applied to any charges applicable including installation charges and the excess portion of the deposit will be returned.
 - (2) At the end of six (6) months of satisfactory credit) Sonistory.
 - (3) Upon the discontinuance of service. Carrier will refund the subscriber's deposit or the balance in excess of unpaid bills for the service.
 - (c) The fact that a deposit has been made in no way relieves the subscriber from complying with the regulations with respect to the prompt payment of bills on presentation.
 - On deposits held thirty (30) days or more, simple interest at the rate of nine percent (9%) per annum shall be credited annually to the account of the subscriber or paid upon the return of the deposit, whichever occurs first. Interest will not accrue on any deposit after the date on which a reasonable effort has been made to return it to the subscriber.
 - In lieu of a deposit, Carrier may accept a written guarantee. The limit of the quarantee will not exceed the amount of a cash deposit.
 - (f) A guarantor will be released upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods. Payment of charges is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute.

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TERMS AND CONDITIONS

Public Service Commission

3.8 Establishment and Furnishing Service - Commercial Only (Cont.)

3.8.2 Cancellation of Service

Carrier, by mailing a notice to the subscriber five (5) days before the date of cancellation by first class mail, may cancel the application for service or discontinue service without incurring any liability to the subscriber for any of the following reasons:

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Nonpayment of any sum due to Carrier for service for (1)more than thirty (30) days beyond the date of rendition of the bill for such service; or

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100 (2) A violation of or failure to comply with any regulation Commission the furnishing of service; or

- (3) An order of a court or other government authority having jurisdiction which prohibits Carrier from furnishing service.
- (4)Failure to post a required deposit or guarantee.
- (5) Material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of Carrier constitutes fraud or abuse.
- Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
- (7) Disconnection of current listed telephone service by local exchange telephone company without prior notification to Carrier.
- (b) Subscribers who wish to cancel Dedicated Service, Private Lines, or any service which supplies the subscriber with Direct Access Lines or facilities provided through a separate telecommunications company require a thirty (30) day written notice for disconnection. All other services may be cancelled either verbally or by written notice during normal business hours at Carrier's office.
- (c) A cancellation of service by either Carrier or the subscriber shall not affect the subscriber's obligation to pay for all use of Carrier's facilities by the subscriber or anyone using subscriber's access codes prior to the time at which Carriell) received proper notice of cancellation.

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3. TERMS AND CONDITIONS

3.9 Establishment and Furnishing Service - Residential Only

3.9.1 Deposits and Guarantees

Public Service Commission

- (a) Carrier may require an applicant for service to post a deposit if:
 - (1) The applicant is unable to establish that he had a previous account with a telephone utility for a period of at least twelve (12) months for which all undisputed charges were satisfactory paid; or

CANCELLED2) The applicant has not previously had telephone service for a twelve (12) month period and does not meet at JUN 08 2003 least two (2) of the following criteria:

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(I) Home ownership, excluding mobile homes

pe Commission I) Vehicle ownership - car or truck

(III) Has been employed two (2) years or more with the current employer

- (IV) Has an existing loan from a financial institution not considered delinquent by the creditor.
- (b) A present subscriber may be required to post a deposit or guarantee as a condition of continued service if undisputed charges in two (2) out of the last twelve (12) billing periods have become delinquent or the subscriber has had service discontinued for nonpayment of an undisputed delinquent charge at any time during the preceding twelve (12) billing periods.
- (c) No deposit or guarantee or additional deposit or guarantee will be required by the Carrier because of race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of residence.
- (d) The amount of deposit for a new applicant will be twice the average monthly bill for all residence subscribers. If, within the first six (6) months of establishing service, the subscriber incurs service charges in any one billing period which are greater than 400% of the amount of deposit previously required, an additional deposit may be required.

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3. TERMS AND CONDITIONS

3.9 Establishment and Furnishing Service - Residential only (Cont.)

3.9.1 Deposits and Guarantees (Cont.)

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- Public Service Commission (e) The amount of deposit for a present subscriber will be twice that subscriber's average monthly billing. The average monthly billing will be based on the actual billing for the immediate months preceding the request for the deposit, not to exceed twelve (12) months.
- (f) Deposits required by Carrier may be made in two (2) payments, the first payment equalling at least half of the total deposit.
- (g) On deposits held thirty (30) days or more, simple interest at the rate of nine percent (9%) per annum shall be credited annually to the account of the subscriber or paid upon the return of the deposit, whichever occurs first. Interest will not accrue on any deposit after the date on which a reasonable effort has been made to return it to the subscriber.
- (h) An applicant for service, or a present subscriber, may satisfy a deposit requirement by providing a Contract of Guaranty in an amount not to exceed the requested deposit, from a present subscriber with at least two (2) years of established service whose service has not been suspended for nonpayment within the last twelve (12) months. The guaranty contract shall be on a form provided by Carrier which shall include Carrier's right to transfer charges to the limit of the guaranty, from a defaulted bill of the subscriber, from whom a deposit or a Contract of Guaranty was required, to the guarantor's account or accounts and the further right to suspend a guarantor's service. A guarantor shall be released on satisfactory payment by the subscriber of all undisputed charges during the last twelve (12) billing periods.
- (i) The fact that a deposit has been made, or a guaranty provided shall in no way relieve the subscriber from his responsibility to pay undisputed charges prior to their becoming delinquent nor constitute a waiver or modification of the provisions set forth in this Tariff providing for the temporary suspension of service or the termination of the service for nonpayment of undisputed, delinquent charges.
- (j) Upon termination of service, the amount of the deposit with accrued interest, shall be applied in payment of any unpaid charges for service and the balance, if any, shall be returned to the subscriber within twenty-one (21) days of the rendition of the final bill.

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3. TERMS AND CONDITIONS

- Establishment and Furnishing Service Residential Only (Cont.)
- 3.9.1 Deposits and Guarantees (Cont.)

MISSOURI

Public Service Commission

- Upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods, the deposit, with accrued interest, will be promptly refunded or credited against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. The Carrier may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by such deposit.
- (1) Each subscriber posting a deposit will receive a receipt in writing at that time or within ten (10) days.
- (m) Carrier will provide means whereby a person entitled to a refund of a deposit is not deprived of the refund even though he may be unable to produce the receipt for the deposit provided he can produce identification to ensure that he is the person entitled to the refund.
- (n) Guarantor will be released upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods. Payment of a charge is satisfactory, if received prior to the date upon which the charge becomes delinquent; provided it is not in dispute.

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- Establishment and Furnishing Service Residential Only (Cont.) 3.9
- 3.9.2 Discontinuance of Service

MISSOURI Public Service Commission

- (a) Carrier may discontinue service upon five (5) days written notice under the following circumstances:
 - (1)Nonpayment of an undisputed delinquent charge.
 - (2) Failure to post a required deposit or guarantee.
 - Failure to substantially comply with the terms of (3) a settlement agreement.
 - Material misrepresentation of identity in obtaining (4)telephone utility service or the use of the service in such a manner that, in the opinion of the Carrier, constitutes abuse or fraud.
 - As provided by state or federal laws. (5)
 - (6) Failure to abide by the terms of this tariff.
 - Incurring charges not covered by a deposit or (7)quarantee and evidencing an intent not to pay such charges when due.
 - (8) Upon written objection to the furnishing of a service made in writing by or on behalf of any governmental law enforcement agency acting with in its jurisdiction on the grounds that such service is, or will be, used for an illegal purpose.

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3. TERMS AND CONDITIONS
3.10 Interruption of Service

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See Section 3.3 Liability of Carrier.

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3.11 Mileage

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Mileage used in these tariffs is calculated based on V and H coordinates as obtained by reference to AT&T Tariff FCC No. 10.

Method of Calculation

The airline mileage between two carrier service locations is calculated as follows:

Mileage =
$$\frac{2}{(V1 - V2) + (H1 - H2)}$$

Where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the coordinates of point 2.

The mileage is rounded up to an integer value to determine the airline mileage.

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3. <u>TERMS AND CONDITIONS</u>

3.12 <u>Service Hours</u>

MISSOURI

Service is available twenty-four (24) hours a day, seven (7) days a week. Rate periods applicable to the Standard Long Distance Service are as indicated in the chart below and are based on the time at the point of origin of the call. The evening rate shall also apply on Carrier-specified holidays from 8:00 a.m. - 11:00 p.m.* as defined in Section 3.1 except when a lower rate would normally apply.

Calls that begin in one rate period and terminate in another will be prorated accordingly.

SCHEDULE:

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
8:00 a.m. to 5:00 p.m.*	Day Rate						:
5:00 p.m. to 11:00 p.m.*	Evening Rate						Evening Rate
11:00 p.m. to 8:00 a.m.*		Nigh	t/Weeke	nd Rate			

^{*} To but not including

Friday 5:p.m. to Sunday 5:pm will be billed at the Night/Weekend Rate. Sunday 5:p.m. to Sunday 11:p.m. will be billed at the Evening Rate. Sunday 11:p.m. to Monday 8:a.m. will be billed at the Night/Weekend Rate.

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DESCRIPTION OF SERVICE

4.1 NETCALL

MISSOURI

Carrier provides switched access service which service Commission for subscriber use twenty four (24) hours a day, seven (7) days a week. The subscriber uses a connection through the local exchange network to call any place within the State of Missouri. This connection may be obtained through equal access or by dialing a seven (7) digit access code.

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P.S.C. MO. NO. 1

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5. CURRENT RATES

5.1 NETCALL

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INTRASTATE PER MINUTE RATES

MISSOURI **Public Service Commission**

NIGHT/WEEKEND DAY **EVENING**

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STATE OF MISSOURI)) ss.
COUNTY OF GREENE)

AFFIDAVIT AND VERIFICATION

I, Jim Hedges, of lawful age, having been duly sworn on my oath state that I am the President of U. S. Net, Inc., and that I have read and reviewed the material submitted with this tariff filing in conformance with 4 CSR 240-30.060 and that the facts related therein are true to the best of my knowledge, information, and belief.

Jim Hedges

On this 10th day of June, 1991, before me personally appeared Jim Hedges, to me known, who being duly sworn, did state that he is the President of U. S. Net, Inc., and that he is authorized to act by said corporation for the purposes of stating the matters contained in the above and foregoing affidavit.

IN TESTIMONY WHEREOF; I have hereunto set my hand and affixed my official seal on the day and year first above written.

Notary Public