

TITLE SHEET

MISSOURI INTEREXCHANGE AND NONSWITCHED LOCAL EXCHANGE
TELECOMMUNICATIONS TARIFF

OF

Missouri Telecom, Inc.

This tariff contains the descriptions, regulations, and rates applicable to furnishing of service and facilities for interexchange and nonswitched local exchange telecommunications services provided by Missouri Telecom, Inc., with principal offices at 515 E Cleveland, Suite C, Monett, MO 65708. This tariff applies to services furnished within the State of Missouri to business and residential customers. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Missouri Telecom, Inc., operates as a competitive telecommunications company in Missouri

Issued Date: October 9, 2003

Effective Date: November 23, 2003

By:

Kevin Wormington, V.P. Operations
Missouri Telecom, Inc.
P.O. Box 419
Monett, MO 65708

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 WAIVER LIST

Missouri Telecom, Inc., is a competitive carrier in the state of Missouri, and as such, has been granted waivers from the following statutes and Commission rules pursuant to Section 392.420 RSMo.:

Statutes

Section 392.210.2	Uniform System of Accounts
Section 392.240(1)	Just & Reasonable Rates
Section 392.270	Ascertain Property Values
Section 392.280	Depreciation Accounts
Section 392.290	Issuance of Securities
Section 392.300.2	Acquisition of Stock
Section 392.310	Issuance of stock and debt
Section 392.320	Stock dividend payment
Section 392.330	Issuance of securities, debts & notes
Section 392.340	Reorganizations

Rules

4 CSR 240-3.545 (2)(C)	Rate schedules posted at central office
4 CSR 240-10.020	Depreciation fund income
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-33.030	Inform customers of lowest price

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SYMBOLS SHEET

D - Delete or Discontinue

I - Change Resulting in an Increase to a Customer's Bill

M - Moved from Another Tariff Location

N - New

R - Change Resulting in a Reduction to a Customer's Bill

T - Change in Text or Regulation but no Change in Rate or Charge

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff - When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.I.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level-
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff are defined below.

Automatic Location Identification ("ALI") - The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification ("ANI") - A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

Call Initiation - The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

Call Termination - The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

Commission - Missouri Public Service Commission.

Company - Missouri Telecom, Inc., unless otherwise clearly indicated from the context.

Customer - The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

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

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Evening - From 5:00 PM until but not including 11:00 PM local time Sunday through Friday.

Exchange - An area, consisting of one or more central office districts, within which a call between any two points is a local call.

Final Account - A customer whose service has been disconnected who has outstanding charges still owed to the Company.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Holidays - The Company's recognized holidays are New Year's Day, July 4th, Thanksgiving Day, Christmas Day.

Interruption - The inability to complete calls, either incoming or outgoing or both, due to the Underlying Carrier's facilities malfunction or human errors.

LATA - Local Access and Transport Area. Company will provide long distance telecommunications both "intraLATA" and "interLATA".

Move - The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Rate Center - A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

Toll Call - Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

User - A Customer or any other person authorized by the Customer to use service provided under this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's service and facilities are furnished for communications originating at specified points within the State of Missouri under terms of this tariff.

The Company resells the communications services provided herein through the Underlying Local and Long Distance Carrier in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Underlying Carrier's network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the Underlying Carrier's facilities and the provisions of this Tariff.

2.2.2 Only those services for which rates are provided are currently available.

2.2.3 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control or when the customer is using service in violation of the law or the provisions of this tariff, as described in Section 2.5 below.

2.2.4 All services provided under this tariff are directly controlled by the Company, and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 Liability of the Company**

- 2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects, or representations arising out of the furnishing of its services, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.
- 2.3.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any claim or suit, by a Customer or by any 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
- 2.3.3 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, any law, order, regulation, direction, action or request of 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; riots, wars; unavailability of rights-of-way or materials, or strikes, lockouts, work-stoppages, or other labor difficulties.
- 2.3.4 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 their employees or agents.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of the Company (Cont'd)

- 2.3.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.3.6 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 installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition to such installations.
- 2.3.7 The Company shall not be liable for any defacement of or damage to the Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's agents or employees. No agents or employees of other entities shall be deemed to be agents or employees of the Company.
- 2.3.8 The Company shall be indemnified and held harmless by the customer and any authorized user against:
 - (a) Claims for liable, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service, and
 - (b) Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others, and
 - (c) 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.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 Liability of the Company (Cont'd)**

- 2.3.9 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, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.3.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED 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.
- 2.3.11 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, facilities 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.
- 2.3.12 The Company does not guarantee nor make any warranty with respect to service installations at locations of which there is present atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. 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 the Customer or by any other party, for any personal injury to, or death of, any person or persons, or 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, presence, condition, locations or use of service furnished by the Company at such locations.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 Liability of the Company (Cont'd)**

2.3.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the Station, terminal equipment or communications system of the Customer, or any third-party acting as its agent, to the Underlying Carrier's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall insure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Underlying Carrier's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer, and that the signals do not damage Company or Underlying Carrier equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting harm to Company or Underlying Carrier equipment, personnel, or the quality of service to other Customers, the Company may require the use of protective equipment at the Customer's expense or terminate the Customer's service without liability.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Interruption of Service

- 2.4.1 Without incurring liability, Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified
- 2.4.2 Company may block traffic to certain countries, cities or NXX exchanges when Company deems it necessary to take such action to prevent unlawful use of its service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4.3 Credit Allowance:

- 2.4.3.1 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.4.3.2 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 2.4.3.3 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.4.3.4 For purpose of credit computation, every month shall be considered to have 720 hours.
- 2.4.3.5 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.4.3.6 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A \times B}{720}$$

"A" - outage time in hours

"B" - monthly charge for affected activity

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Disconnection of Service by Carrier

2.5.1 The Company (carrier), upon 10 working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.5.1.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.

2.5.1.2 A violation of any regulation governing the service under this tariff.

2.5.1.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

2.5.1.4 By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

2.5.2 The Customer will be allowed at least ten (10) days written notice via first class mail that disconnection will take place, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.6 Deposits**

2.6.1 Deposits. An applicant whose credit has not been duly established may be required to make a deposit to be held as guarantee of payment of charges. Existing customers may be required to submit or increase a deposit under those circumstances prescribed by and in accordance with Commission rules.

2.6.1.1 The amount of the deposit shall not exceed the estimated charges for two months' service.

2.6.1.2 All deposits will be held by the Company and Company will maintain records which show the name, current address, date and amount of deposit and date and amount of interest for each customer for whom it holds a deposit, along with a notation of the earliest possible refund date for each customer.

2.6.1.3 Deposits will be returned:

- (a) When an application for service has been canceled prior to establishment of service. The deposit will be applied to amounts owed to the Company and the excess portion returned;
- (b) After one (1) year of satisfactory payment history by the customer;
- (c) Upon discontinuance of service. The Company will refund the Customer's deposit or the balance in excess of unpaid bills within 21 days.
- (d) The fact that a deposit has been made in no way relieves the Customer from complying with regulations regarding *prompt payment of bills*.
- (e) The Company will pay interest on deposits to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. Deposits held will accrue interest equal to one percent (1%) above the prime lending rate as published in the Wall Street Journal for the last business day of September, adjusted annually on December 1st of each year.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Advance Payment

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.8 Taxes**

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 Carrier's net income imposed or based upon the provision, sale or use of network services. Carrier will itemize taxes and surcharges as separate line items on customer's bill. Any and all charges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.

2.9 Billing of Calls

All charges due by the customer are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. In the event of a dispute concerning an invoice, the customer must pay the amount of the undisputed portion of the bill in accordance with timely payment requirements and notify the Company of the disputed portion. Customer may notify Carrier of disputed charges by written notice, in person or by telephone. Customer Service Representatives can be reached between the hours of 8:00 A.M. and 7:00 P.M. Central Standard Time via the following telephone number: 888-429-0648. After hours, messaging is available to customers. If there is an unresolved billing dispute after the investigation and review by Carrier, the Customer may file an appropriate complaint with the Commission. The address and telephone number of the Commission are:

Missouri Public Service Commission
200 Madison Street, Suite 100
P.O. Box 360
Jefferson City, MO 65102-0360
1-800-370-1213

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End for Phone Calls

The Customer's long distance usage charge is based on the actual usage of the Underlying Carrier's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time" is possible). A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The minimum call duration for billing purposes is 1 minute for a connected call and calls beyond 1 minute are billed in 1-minute increments.

3.1.3 Uncompleted Calls

There shall be no charges for uncompleted calls.

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V& H Coordinates Tape and Bell's NECA Tariff NO. 4.

FORMULA:

The square
root of:
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate of not less than 98% for all "1+" dialing.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)**3.4 Service Offerings****3.4.1 Long Distance Service**

Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate.

3.4.2 800/888 (Inbound) Long Distance Service

800/888 (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound 800/888 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six second increments, with a one minute minimum call duration. No monthly recurring charges apply. A \$10.00 minimum monthly billing requirement applies. Customers whose monthly usage is less than the minimum will be billed the minimum amount.

3.4.3 Travel Card Service

Travel Card Service is a travel card service offered to residential and business customers who subscribe to the Long Distance Service calling plan. Customers using the Company's travel card service access the service by dialing a 1-800 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Company's travel card to make calls at a single per minute rate. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute. There are no nonrecurring or monthly recurring charges. No travel card surcharge applies.

3.4.4 Prepaid Calling Cards

The Company's prepaid calling cards are available in various minute denominations. Calling card prices are inclusive of state and local taxes, which are required to be paid on usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction. Calling card prices do not include federal excise tax or state and local taxes which are required to be paid at the point of sale.

For billing purposes, call timing is rounded up to the next full minute increment after a minimum initial period of one (1) minute. These rates apply twenty-four hours per day, seven days per week.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)**3.4.5 Operator Services**

The Company's operator services are provided to residential and business customers who "presubscribe" to this service for intrastate calling. Operator services include the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of an Underlying Carrier operator. Each completed operator assisted call consists of two charge elements (except as otherwise indicated herein): (i) a fixed operator charge, which will be dependent on the type of billing selected (e.g., calling card, collect, or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

3.4.6 Operator Dialed Surcharge

This surcharge applies to Operator Station and Person-to-Person rated calls when the customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

3.4.7 Directory Assistance

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator. No call allowance applies. A Call Completion charge applies for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number.

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SECTION 4 - RATES

4.1 Long Distance Service

Rate per minute - \$0.20
Plan is billed in full minute increments

4.2 800/888 (Inbound) Distance Service

Rate per minute - \$0.25
Plan is billed in six-second increments with a one minute minimum
Payphone surcharge per call - \$0.60
A \$10.00 minimum monthly billing requirement applies. Customers whose monthly usage is less than the minimum will be billed the minimum amount

4.3 Travel Card Service

Rate per minute - \$0.30
Payphone surcharge per call - \$0.60

4.4 Prepaid Calling Cards

Rate per minute - \$0.30
Plan is billed in full minute increments
Payphone surcharge per call - \$0.60

4.5 Operator Services

4.5.1 Usage Rate: The appropriate rate found under 4.1 and 4.3 shall apply in addition to the Operator Charges listed in 4.5.2.

4.5.2 Operator Charges:

Collect Station-to-Station	\$1.50
Collect Person-to-Person	\$4.00
Person-to-Person	\$4.00
Station-to-Station	\$1.50
Customer Dialed Calling Card	\$1.50
Operator Dialed Calling Card	\$2.75
Operator Dialed Surcharge	\$1.50

4.5.3 Directory Assistance

Per Request:	\$0.75
Call Completion, per call:	\$0.75

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SECTION 4 - RATES (CONT'D)**4.6 Determining Applicable Rate in Effect**

For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is the rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day Rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute.

4.7 Payment of Calls**4.7.1 Late Payment Charges**

A late payment charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.7.2 Return Check Charges

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds.

4.8 Special Promotions

Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, times (not to exceed one year), and/or locations, and shall be subject to prior notification to and approval by the Commission. 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, specifying the terms of the promotion, the location and dates of the promotion

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SECTION 4 - RATES (CONT'D)

4.9 Individual Case Based Pricing (ICB):

Rates for dedicated access and nonswitched private line services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

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