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INTEREXCHANGE SERVICES TARIFF

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INTEREXCHANGE SERVICES TARIFF

OF

**M.L.M. Telecommunications, Inc., d/b/a Ameritel, Your Phone Company**

M.L.M. Telecommunications, Inc., d/b/a Ameritel, Your Phone Company, operates as a *competitive telecommunications company in the State of Missouri*. This tariff contains the descriptions, regulations and rates applicable to the furnishing of interexchange service and facilities provided by M.L.M. Telecommunications, Inc., d/b/a Ameritel, Your Phone Company ("Ameritel") within the State of Missouri. This tariff is on file with the Missouri Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 1307 Central Avenue, Hot Springs, Arkansas 71901.

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By:

Troy Muncrief, President  
1307 Central Avenue  
Hot Springs, Arkansas 71901

**INTEREXCHANGE SERVICES TARIFF**

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**WAIVERS**

Statutes

392.210.2	uniform system of accounts
392.240.1	rates-rentals-service & physical connections
392.270	valuation of property (ratemaking)
392.280	depreciation accounts
392.290	issuance of securities
392.300.2	acquisition of stock
392.310	stock and debt issuance
392.320	stock dividend payment
392.330	issuance of securities, debts and notes
392.340	reorganization(s)

Commission Rules

4 CSR 240-10.020	depreciation fund income
4 CSR 240-3.545(2)(C)	posting of tariffs
4 CSR 240-30.040	uniform system of accounts
4 CSR 240-33.030	minimum charges

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**SYMBOLS**

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

- C Changed regulation.
- 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 sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

2.  
2.1.  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a).  
2.1.1.A.1.(a).I.(i).  
2.1.1 .A. 1 .(a).I.(i).  
2.1.1 .A. 1.(a).I.(i).(l).

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**SECTION 1- DEFINITIONS**

Certain terms used generally throughout this tariff are defined below.

**Access Code** - A uniform seven-digit code assigned by the Company to an individual Customer. The seven-digit code has the form 950-XXXX or 101XXXX.

**Authorized User** - A person, firm, corporation or other entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

**Automatic Number Identification (ANI)** - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

**Commission** - The Missouri Public Service Commission.

**Company** - M.L.M. Telecommunications, Inc., d/b/a Ameritel, Your Phone Company, issuer of this tariff.

**Customer** - The person, firm, corporation or other entity that arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

**Equal Access** - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in *United States v. Western Electric*, Civil Action No. 82-0192 (U.S. District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

**Equal Access Code** - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

**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.

**LATA** - A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

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SECTION 1- DEFINITIONS (cont'd.)

**LEC** – Local Exchange Company.

**Non-Recurring Charges** - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time a Service Order is executed.

**Off-Hook** - The active condition of Switched Access or a telephone exchange service line.

**On-Hook** - The idle condition of switched access or a telephone exchange service line.

**Point of Presence** - Location where the Company provides a network interface with facilities provided by other common carriers, Local Exchange Carriers, or Customers for access to the Company's network.

**Premises** - A building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

**Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the duration of the service.

**Service(s)** - The Company's telecommunications Services offered on the Company's Network.

**Subscriber** – Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

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**SECTION 2- RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

- 2.1.1. The Company's services offered pursuant to this Tariff are furnished for Interexchange Service. The Company may offer these services over its own or resold facilities.
- 2.1.2. The Company provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company 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 Company's network. The Customer shall be responsible for all charges due for such service agreement.
- 2.1.3. The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

**2.2 Use**

- 2.2.1 A service provided under this Tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 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.

**2.3 Limitations of Service**

- 2.3.1. Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.3.2. The Company reserves the right to limit or to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law, or due to some other cause beyond the Company's control.

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SECTION 2- RULES AND REGULATIONS (cont'd.)

- 2.3.3. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- 2.3.4. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

**2.4 Assignment and Transfer**

All facilities provided under this Tariff are directly or indirectly controlled by the Company, and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff, as well as all conditions of service, shall apply to all such permitted assignees or transferees,

**2.5 Liability of the Company**

- 2.5.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, defect or omission in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service for the facility provided during which such interruption, delay, error, omission or defect occurs.
- 2.5.2 The Company shall not be liable for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, defect or omission in any service, facility or transmission provided under this Tariff if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 2- RULES AND REGULATIONS (cont'd.)

- 2.5.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer or other users of its service against, any claim, loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any 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 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, or (ii) for connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the customer, or (iv) for any personal injury of death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.4 The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.
- 2.5.5 The Company shall not be liable for any claim, loss, or refund as a result of theft of Debit Cards or Personal Identification Numbers Issued for use with the Company's services, nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.
- 2.5.6 The Company shall not be liable for any claim, loss, or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

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**SECTION 2- RULES AND REGULATIONS (cont'd.)****2.6 Billing and Payment for Service****2.6.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s); placed using a Debit Card as a form of payment regardless of the purchaser of the card or the originating location of the call; incurred at the specific request of the Customer. The Customer agrees to pay to the Company or its authorized agent any costs(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services that result in the placement of calls via the Company. The Customer agrees to pay the company or its authorized agent any and all costs incurred as a result of the use of the service arrangement, including calls that the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Missouri Public Service Commission. Any objections to billed charges or Debit Account depletions must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills or Debit Account Available Usage Balances shall be made to the extent that circumstances reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

Renewal of Customer Account Balances made by charges to commercial credit cards are subject to the terms and conditions of the issuing commercial credit card company and those of the Company's credit card processing agent. Renewals of Customer Account Balances made by cashier's checks are subject to the terms and conditions of the issuing financial institution.

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**SECTION 2- RULES AND REGULATIONS (cont'd.)****2.6.2 Deposits**

The Company does not require Customer deposits. The prepayment of services that are immediately available to the Customer does not constitute a deposit.

**2.6.3 Advance Payments**

The Company does not require Advance Payments. The prepayment of services that are immediately available to the Customer does not constitute an advance payment.

**2.6.4 Late Payment Fees**

A late payment fee of 1.5% per month will be charged on any past due balance not previously assessed a late payment charge. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Commission order.

**2.6.5 Returned Check Charge**

The Customer will be charged ten dollars (\$10.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn. Failure to remit the amount due and the \$10.00 fee will result in the returned check being forwarded to the prosecuting attorney of the appropriate jurisdiction. An additional fee of not less than \$20.00 will be added to the amount due, covering additional prosecutorial expenses. The only exception to this shall be in the event that the check was guaranteed by a check processing firm, in which case their rules shall apply. Said rules are available at all company locations, and are posted in plain view of all customers.

**2.6.6 Billing Disputes**

**2.6.6.1** Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the closing date printed on the invoice of statement issued to the Customer. Disputes may be submitted orally or in writing. Adjustments to Customer accounts shall be made to the extent circumstances reasonably indicate that such changes are appropriate

**2.6.6.2** Late payment fees will not be applied during the period when a bill is disputed, regardless of the outcome of the dispute.

**2.6.6.3** Customers may contact the Company's business office by calling 866-318-3663.

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**SECTION 2- RULES AND REGULATIONS (cont'd.)****2.7 Taxes and Fees**

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access 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 Access Services. All such taxes shall be separately designated on the Company's invoices.

**2.8 Refunds or Credits for Service Outages or Deficiencies****2.8.1 Interruptions in Service**

Credit allowances for interruptions in service that are not due to the negligence of or noncompliance with the provisions of this tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, are subject to the general liability provisions as set forth in Section 2.5, herein. No credit is issued for outages less than ½ hour in duration. Credit for outages greater than one-half hour in duration are issued for fixed recurring monthly charges only. Outage credits are calculated in thirty-minute increments. The amount of the credit is determined by prorating the monthly recurring charge for the time of the outage (in thirty-minute increments). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

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**SECTION 2- RULES AND REGULATIONS (cont'd.)****2.8.2 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.9 Cancellation or Termination of Service by Customer**

Customers may cancel service orally or in writing at any time, with valid identification or use of account password. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms. For prepaid services, the customer may cancel service by fully depleting the available balance of the customer account and/or by not renewing a renewable account.

**2.10 Refusal or Discontinuance by Company**

2.10.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain authorization codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk.

2.10.2 The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency:

- A. For failure to pay non-debited charges, such as directory assistance and operator service, which are billed separately.
- B. For noncompliance with or violation of any State, municipal or federal law, ordinance or regulation pertaining to telephone service.
- C. For use of telephone service for any purpose other than that described in the application

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SECTION 2- RULES AND REGULATIONS (cont'd.)

- D. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- E. For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.
- F. Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay the amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I. Without notice by reason of any order or decision of a court of other government authority having jurisdiction that prohibits the Company from furnishing such services.
- J. When the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- K. When the established expiration date of the Debit Account is reached.

**2.11 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

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SECTION 2- RULES AND REGULATIONS (cont'd.)

**2.12 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.13 Terminal Equipment**

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single-line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective standards of the telecommunications industry.

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**SECTION 3- SERVICE DESCRIPTIONS AND RATES**

**3.1 General**

The Company provides long distance and directory assistance services for communications originating and terminating within the State of Missouri. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and /or call duration. Customers are billed based on their use of the Company's services and network.

**3.2 Timing of Calls**

3.2.1 Timing of each call begins when the called station is answered (i.e., when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.

3.2.3 Calls are billed in increments of six seconds, with a minimum of eighteen seconds.

3.2.4 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

**3.3 Rate Periods**

The Company does not offer time-of-day rates.

**3.4 Mileage Calculation**

The Company does not offer distance-sensitive rates.

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**SECTION 3- SERVICE DESCRIPTIONS AND RATES (cont'd.)****3.5 Miscellaneous Rates and Charges****3.5.1. Administrative Charge**

There will be a non-recurring charge of \$10.00 to establish or change service.

**3.5.2. Public Pay Telephone Surcharge**

To recover the Company's expenses to comply with the FCC's payphone compensation plan, an undiscountable per-call charge is applicable to all interstate, intrastate and international calls that originate from a domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies to the use of the instrument used to access the Company's service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the # key).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay telephone Surcharge may be billed on a subsequent invoice after the company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call:           \$0.35

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**SECTION 3- SERVICE DESCRIPTIONS AND RATES (cont'd.)****3.6 Message Telecommunications Service**

Message Telecommunications Service (MTS) is a switched outbound service that is available to business and residential Customers from presubscribed lines. Customers may purchase MTS in blocks of 30 or 100 minutes. Usage is charged against the Customer's block of time in six-second increments with a minimum of eighteen seconds per call. Calls terminate on Customer-provided switched access lines. Rates are not mileage- or time-of-day sensitive.

100-minute block: \$9.99

30-minute block \$2.97

**3.7 Directory Assistance**

Directory Assistance is available to Customers. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested information.

Rate per Call: \$1.00

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**SECTION 4-DEMONSTRATIONS AND PROMOTIONS**

**4.1 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed three (3) months. Demonstration of service and the type, duration and quality of service provided will be at the Company's discretion.

**4.2 Promotions**

The Company may from time to time make special promotional service offerings designed to attract new customers or to promote existing services. Such promotional offerings shall be limited to specific dates, times (not to exceed one year), and/or locations, and shall be subject to prior 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. Such notice will identify the promotion, and will specify the terms, location and dates of the promotion.

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