

Missouri Public  
Service Commission

REGD MAR 26 1999

**TELECOMMUNICATIONS SERVICES**

Applying to Resale of Intrastate  
Common Carrier Communications  
Services Between Points in the  
State of Missouri

**AND**

**CONTAINING RULES AND REGULATIONS**

**GOVERNING SERVICE**

This tariff is on file with the Missouri Public Service Commission and copies may be inspected, during normal business hours, at TEL-LINK, L.L.C., 2000 New Point Place Parkway, Suite 900, Lawrenceville, GA 30043.

Missouri Public  
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98-176  
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By: Michelle Dodson McKay, Director  
Regulatory and Government Relations  
TEL-LINK, L.L.C.

2000 New Point Place Parkway, Suite 900  
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SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (Y) To signify a reference to other published tariffs.
- (Z) To signify a correction.

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MAY 04 1999

Missouri Public Service Commission

TABLE OF CONTENTS

REC'D MAR 26 1999

TITLE PAGE ..... 1

SYMBOLS ..... 3

TABLE OF CONTENTS ..... 4

TARIFF FORMAT SHEET ..... 6

INTRODUCTION ..... 7

1 TECHNICAL TERMS AND ABBREVIATIONS ..... 8

2 RULES AND REGULATIONS ..... 13

    2.1 Undertaking of the Company ..... 13

    2.2 Responsibility and Use ..... 14

    2.3 Transmission ..... 14

    2.4 Call Blocking ..... 15

    2.5 Interconnection ..... 15

    2.6 Equipment ..... 16

    2.7 Title ..... 16

    2.8 Customer Premises ..... 16

    2.9 Non-Routine Maintenance and Installation ..... 17

    2.10 Interruption ..... 17

    2.11 Service Commencement and Acceptance ..... 17

    2.12 Minimum Service Period ..... 17

    2.13 Reserved for Future Use ..... 18

    2.14 Reserved for Future Use ..... 18

    2.15 Deposits ..... 18

    2.16 Reserved for Future Use ..... 19

    2.17 Credit Limit ..... 19

    2.18 Taxes ..... 19

    2.19 Reserved for Future Use ..... 20

    2.20 Restoration of Services ..... 20

Missouri Public Service Commission  
98-176  
FILED MAY 04 1999

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By: Michelle Dodson McKay, Director  
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MAY 04 1999

CANCELLED  
January 23, 2005  
TD-2005-0183  
Missouri Public  
Service Commission

REC'D MAR 26 1999

TABLE OF CONTENTS (cont.)

2.21 Limitation of Liability ..... 21

2.22 Disclaimer ..... 22

2.23 Indemnification ..... 23

2.24 Indemnification by Customer ..... 24

2.25 Credits and Credit Allowances ..... 25

2.26 Local Calling Area ..... 26

2.27 Access to Telephone Relay Service ..... 26

2.28 Compliance ..... 26

2.29 Force Majeure ..... 26

2.30 Full Force and Effect ..... 26

2.31 Cooperation ..... 26

2.32 Governing Law ..... 27

2.33 Assignment ..... 27

2.34 Special Construction ..... 28

2.35 Operator Services ..... 28

3 DESCRIPTION OF SERVICES ..... 29

3.1 Resold Local Exchange Service ..... 29

3.2 Directory Listing Service ..... 31

3.3 911 Emergency Service ..... 32

4 RATES ..... 33

4.1 Return Check Charge ..... 33

4.2 Late Fee ..... 33

4.3 Reconnection Fee ..... 33

4.4 Promotions ..... 33

4.5 Rates for Resold Local Exchange Services ..... 34

4.6 Directory Assistance ..... 35

4.7 Rates for Hearing or Speech Impaired ..... 35

4.8 Computation of Charges ..... 36

98-176  
FILED MAY 04 1999

MAY 04 1999

TARIFF FORMAT SHEET

REC'D MAR 26 1999

A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Missouri Public Service Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 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)

D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). The subscriber should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

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TD-2005-0183  
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Missouri Public  
Service CommissionINTRODUCTION

REC'D MAR 26 1999

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, common carrier telecommunications resale services by TEL-LINK, L.L.C. (hereinafter referred to as "TEL-LINK" or the "Company") between various locations in the State of Missouri.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

The Missouri Public Service Commission granted Tel-Link a waiver of the application of the following statutes and regulatory rules:

## Statutes:

392.210.2	Uniform system of accounts
392.270	Valuation of property (ratemaking)
392.280	Depreciation of accounts
392.290.1	Issuance of securities
392.300.2	Acquisition of stock
392.310	Stock and debt issuance
392.320	Stock dividend payment
392.340	Reorganization(s)
392.330	RSMo. Supp. 1997, Issuance of securities, debts and notes

## Commission Rules:

4 CSR 240-10.020	Depreciation fund income
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-35	Reporting of bypass and customer-specific arrangements

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TELECOMMUNICATIONS SERVICES

TEL-LINK, L.L.C.

Missouri Tariff No. 1  
Original Page 7.1

Missouri Public  
Service Commission

REC'D MAR 26 1999

Exchanges Served:

Tel-Link provides service in the following exchanges as part of its Resale agreements with underlying carriers. The exchanges served are grouped by the service area through the underlying carrier.

Group 1

Adrian	Delta	Independence	Oakville
Advance	Dexter	Jackson	Old Appleton
Agency	Downing	Jasper	Oran
Altenburg-frohnn	E. Independence	Joplin	Osage Beach
Antonia	East Prairie	Kansas City	Overland
Archic	Edina	Kennett	Pacific
Argyle	Eldon	Kirkville	Parkville
Armstrong	Elsberry	Kirkwood	Patton
Ash Grove	Essex	Knob Noster	Paynesville
Beaufort	Eureka	La Monte	Perryville
Bell City	Excelsior Springs	Ladue	Pierce City
Belton	Fair Grove	Lamar	Pocahontas-New Wells
Billings	Farmington	Lancaster	Pond
Bismarck	Fayette	Leadwood	Poplar Bluff
Bloomfield	Fenton	Lees Summit	Portages des Sioux
Bloomsdale	Ferguson	Liberty	
Blue Springs	Festus -	Lilbourne	Portageville
Bonne Terre	Crystal City	Linn	Puxico
Boonville	Fisk	Lockwood	Quilin
Bowling Green	Flat River	Louisiana	Raytown
Bridgeton	Florissant	Macks Creek	Republic
Brookfield	Frankford	Malden	Richmond
Camdenton	Fredericktown	Manchester	Richwoods
Campbell	Freeburg	Marble Hill	Risco
Cape Girardeau	Fulton	Marceline	Riverview
Cardwell	Gideon	Marionville	Rogersville
Carl Junction	Gladstone	Marshall	Rushville
Carrollton	Glasgow	Marston	Saint Charles
Carthage	Grain Valley	Maxville	Saint Clair
Caruthersville	Gravois Mills	Mehlville	Saint Joseph
Cedar Hill	Gray Summit	Meta	Saint Louis
Center	Greenwood	Mexico	Saint Marys
Chaffee	Hannibal	Moberly	Sainte Genevieve
Charleston	Harvester	Monett	San Antonio
Chesterfield	Hayti	Montgomery City	Sappinton
Chillicothe	Herculaneum -	Morhouse	Scott City
Clarksville	Pevely	Nashua	Sedalia
Clever	Higbee	Neosho	Senath

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TELECOMMUNICATIONS SERVICES

TEL-LINK, L.L.C.

Missouri Tariff No. 1

Original Page 7.2

Missouri Public  
Service Commission

REG'D MAR 26 1999

Climax Springs	High Ridge	Nevada	Sikeston
Creve Couer	Hillsboro	New Franklin	Slater
De Kalb	Holcomb	New Madrid	Southville
De Soto	Homersville	Nixa	South Kansas
Deering	Imperial	Oak Ridge	City
Spanish Lake	Springfield	St. Charles	St. Louis
Stanberry	Strafford	Tiffany Springs	Trenton
Tuscumbia	Union	Valley Park	Versailles
Vienna	Walnut Grove	Wardell	Ware
Washington	Webb City	Webster Groves	Wellsville
Westphalia	Willard	Wyatt	

Group 2

Appleton City	Holden	Platte City
Blackburn	Holt	Pleasant Hill
Brazito	Holts Summitt	Richland
Buckner	Hopkins	Rolla
Butler	Houstonia	Russelville
Calhoun	Jefferson City	Saint Robert
California	Kearney	Saint Thomas
Camden Point	King City	Salem
Centertown	Kingsville	Smithton
Centerview	Lake Lotawana	Strasburg
Chilhowee	Lebanon	Sweet Springs
Clarksburg	Leeton	Syracuse
Clinton	Lexington	Taos
Coal	Lincoln	Tarkio
Cole Camp	Lonejack	Tipton
Craig	Malta Bend	Urich
Dearborn	Maryville	Warrendburg
Edgerton	Missouri City	Warsaw
Eugene	Montrose	Waverly
Fairfax	Mound City	Waynesville
Ferrelview	New Bloomfield	Wellington
Fort Leonard	Newburg	Weston
Wood	Norbome	Windsor
Green Ridge	Oak Grive	
Hardin	Odessa	
Harrisonville	Orrick	
Henrietta	Otterville	
Ionia	Pickering	

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1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

Access Code

"Access Code" means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

Authorization Code

"Authorization Code" means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

Authorized User

"Authorized User" means a person, firm, company, corporation, or other entity who is authorized by the Customer to take Service under this Tariff.

Automatic Number Identification (ANI)

"Automatic Number Identification" or "ANI" refers to the calling telephone number identification which will be forwarded to the Carrier's network by the Local Exchange Company ("LEC") as a call is placed. ANI is provided by the LEC only when an LEC's switched access, Feature Group D interconnections are used to gain access to a Carrier's switched telecommunications service.

Carrier

"Carrier" means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

"Commission" means the Missouri Public Service Commission.

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1 Technical Terms and Abbreviations (cont.)Credit(s)

"Credit(s)" has the meaning set forth in Section 2.25 hereof.

Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.25 hereof.

Credit Limit

"Credit Limit" means a credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.17.

Customer

"Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff, or prepays the Company for use of the Services

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

"Holidays" means all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

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1 Technical Terms and Abbreviations (cont.)ICB

Individual Case Basis" or "ICB" has the meaning set forth in Section 2.34 hereof.

Interruption

"Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by Subscriber for a continuous period of thirty (30) minutes or more.

InterLATA Service

"InterLATA Service" means communications between a point located in a local access and transport area ("LATA") and a point located outside such area.

Local Exchange Carrier ("LEC")

"LEC" means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

Minimum Service Period

"Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes Services under this Tariff.

Other Providers

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

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REG'D MAR 26 1999

1 Technical Terms and Abbreviations (cont.)Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Prepaid Residential Telecommunications Service ("Prepaid Service")

"Prepaid Residential Telecommunications Service" ("Prepaid Service") has the meaning set forth in Section 3.1.1 hereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

"Resale Tariff(s)" means the tariff(s) of one or more Underlying Carriers.

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Tariff.

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Service Commission

REC'D MAR 26 1999

1 Technical Terms and Abbreviations (cont.)

Service Commencement Date

"Service Commencement Date" means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order

"Service Order" means (i) a contract between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

Subscriber

"Subscriber" means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

TDD

"TDD" means a Telecommunications Device for the Deaf.

Termination (Terminate)

"Termination" (or "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.

Third Party Billing Companies

"Third Party Billing Companies" means, collectively, any clearinghouses, LECs, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company's behalf.

Underlying Carrier(s)

"Underlying Carrier(s)" means the LEC(s) or other Carrier(s) whose Services are Publicly provided by the Company pursuant to this Tariff.

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MAY 04 1999

~~Missouri Public  
Service Commission~~2 RULES AND REGULATIONS

REC'D MAR 26 1999

The Company is a reseller of regulated, intrastate, local exchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements or Resale Tariffs which are on file with, and have been approved by, the Commission.

2.1 Undertaking of the Company

- 2.1.1 Obligation to Provide Service. The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.
- 2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.
- 2.1.3 Right to Discontinue or Block Services. The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to block Services to any Subscriber location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

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MAY 04 1999

Missouri Public  
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2.1.4 Statement of Customer's Rights and Responsibilities

REC'D MAR 26 1999

Pursuant to Missouri Public Service Commission Rule 240.33.060(3), Tel-Link will hand deliver or mail its Customers the following information at the time service is requested:

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

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

**Your Telephone Bill**

You will receive a telephone bill each month. Tel-Link provides only basic local telephone service, which includes access to 911 and toll-free 800 services, as well as the custom calling services listed below. Long distance service is not provided by Tel-Link. Long distance can be accessed using either pre-paid calling cards, or other calling cards utilizing a toll-free 800 number. You will not have access to the following calls, which will be blocked by Tel-Link: long distance, toll, third-number billed calls, collect calls, and local and long distance operator services, which includes local and long distance directory assistance. Tel-Link does not require a deposit for service.

A one-time service installation fee and the first month's service charge, plus associated taxes are due and payable before service is activated. The installation fee is 100% refundable upon request for termination of service within 10 business days following the date on which the Statement of Rights and Responsibilities is either hand-delivered or mailed to the customer. Where the Statement of Rights and Responsibilities is mailed to the Customer, the 10 business days shall start on the date of the postmark. The recurring monthly service charge, plus taxes, shall be pro-rated for the actual number of days which service has been provided with the non-used portion refunded to the customer.

All monthly service charges must be paid within 21 days of the rendition of the bill. If payment is not received within this time period, your service will be subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

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2.1.4 Statement of Customer's Rights and Responsibilities, Cont'd

Missouri Public  
Service Commission

Tel-Link's rates are as follows:

REC'D JUN 15 1999

One-Time Service Installation fee:	\$40.00
Monthly Basic Local Exchange Service	\$59.00 (I)

Custom Features

Call Waiting	\$6.00 (I)	Caller I.D. Monthly Fee	\$12.00 (I)
Call Forwarding	\$6.00 (I)	Caller I.D. Installation Fee	\$13.00 (I)
Call Return	\$6.00 (I)		
Speed Dial	\$6.00 (I)		
Non-Published Number	\$6.00 (I)		

The rates listed above do not include applicable taxes and surcharges such as 911 and the Missouri Relay Surcharges. Rates are for custom features requested during service installation. Feature additions after service has been installed will incur a \$25.00 one-time installation fee.

Payment Arrangements

Payment must be sent to Tel-Link or one of its authorized agents. Payment for service may be made by credit card or money order, or may be paid in cash at an authorized agent location. If you are temporarily having difficulty paying your bill, please call Tel-Link immediately at (888) 404-5465. By doing so, you may avoid having your phone suspended or disconnected.

Disconnection or Suspension of Telephone Service

Your telephone service is subject to disconnection or suspension for any reason listed below. If service is disconnected, a new telephone number will be assigned and you will be required to pay installation charges again. Prior to actual disconnection, service may be extended at which time your telephone number is reserved for 10 days and will extend beyond the expiration of the prepaid period after paying a service continuation fee of \$30.00<sup>(1)</sup>. You may elect to pay this fee to avoid a reconnection fee, however, you will be responsible to pay for all service provided during the service continuation period.<sup>(2)</sup>

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2.1.4 Statement of Customer's Rights and Responsibilities, Cont'd

Missouri Public  
Service Commission

REC'D MAR 26 1999

Tel-Link's rates are as follows:

One-Time Service Installation fee:	\$40.00
Monthly Basic Local Exchange Service	\$49.00

Custom Features

Call Waiting	\$5.00	Caller I.D. Monthly Fee	\$10.00
Call Forwarding	\$5.00	Caller I.D. Installation Fee	\$10.00
Call Return	\$5.00		
Speed Dial	\$5.00		
Non-Published Number	\$5.00		

The rates listed above do not include applicable taxes and surcharges such as 911 and the Missouri Relay Surcharges. Rates are for custom features requested during service installation. Feature additions after service has been installed will incur a \$25.00 one-time installation fee.

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Payment Arrangements

Payment must be sent to Tel-Link or one of its authorized agents. Payment for service may be made by credit card or money order, or may be paid in cash at the Tel-Link location. If you are temporarily having difficulty paying your bill, please call Tel-Link immediately at (888) 404-5465. By doing so, you may avoid having your phone suspended or disconnected.

JUL 15 1999

IS R.P. 13.2

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Disconnection or Suspension of Telephone Service

Your telephone service is subject to disconnection or suspension for any reason listed below. If service is disconnected, a new telephone number will be assigned and you will be required to pay installation charges again. Prior to actual disconnection, service may be extended at which time your telephone number is reserved for 10 days and will extend beyond the expiration of the prepaid period after paying a service continuation fee of \$25.00. You may elect to pay this fee to avoid paying full service installation fees if your service is actually disconnected.

Missouri Public  
Service Commission

98-176

FILED MAY 04 1999

Issued: March 25, 1999

Michelle Dodson McKay  
TEL-LINK, L.L.C.  
2000 New Point Place Parkway, Suite 900  
Lawrenceville, GA 30043

MAY 04 1999

2.1.4 Statement of Customer's Rights and Responsibilities, Cont'd

REC'D JUN 15 1999

Service will be disconnected for any of the following reasons:

1. Non-Payment of an undisputed delinquent charge. You have twenty-one (21) days after Tel-Link renders your billing invoice to make your payment. Tel-Link will send you a reminder notice 7 days prior to your disconnection date. In addition, Tel-Link will make reasonable efforts to contact you by phone 24 hours prior to disconnection of service.
2. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to the equipment.
3. Refusal, after reasonable notice, to permit inspection, maintenance or replacement of telephone utility equipment.
4. Misrepresentation of identity in obtaining telephone service.
5. As allowed by State and/or Federal law.

Tel-Link will postpone disconnection for a period not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member residing in the customer's household and where such person is under the care of a physician. You must notify and provide Tel-Link with reasonable evidence of such necessity.

**Reconnection of Service**

After local telephone service has been disconnected, Tel-Link will restore your service when the reason for disconnection has been remedied. Before restoring your service, the following will be required:

1. Payment for all undisputed amounts must be received.
- (Z) 2. Reconnection charges must be paid if your service has been disconnected.
3. One month's advance payment has been made.

**Procedures for Handling Inquiries and Complaints**

Telephone inquiries may be directed to Tel-Link at (888) 404-5465. Written inquiries may be made at PO Box 100040, Duluth, GA 30096.

Issued: June 15, 1999

Effective: July 15, 1999

Michelle Dodson McKay  
TEL-LINK, L.L.C.  
2000 New Point Place Parkway, Suite 900  
Lawrenceville, GA 30043

Missouri Public  
Service Commission

FILED JUL 15 1999

2.1.4 Statement of Customer's Rights and Responsibilities, Cont'd Missouri Public Service Commission

Service will be disconnected for any of the following reasons: RECD MAR 26 1999

1. Non-Payment of an undisputed delinquent charge. You have twenty-one (21) days after Tel-Link renders your billing invoice to make your payment. Tel-Link will send you a reminder notice 7 days prior to your disconnection date. In addition, Tel-Link will make reasonable efforts to contact you by phone 24 hours prior to disconnection of service.
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3. Refusal, after reasonable notice, to permit inspection, maintenance or replacement of telephone utility equipment.
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Missouri Public Service Commission  
98-176  
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by IS<sup>+</sup> RP13.3  
Missouri Public Service Commission  
MISSOURI

Missouri Public Service Commission

2.1.4 Statement of Customer's Rights and Responsibilities, cont'd

REC'D MAR 26 1999

**Accessing Emergency Services**

For dialing instructions for accessing emergency services in your area, please refer to the front of your published telephone directory.

**Filing a Complaint with the Missouri Public Service Commission**

If Tel-Link cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 301 West High Street, 5<sup>th</sup> Floor, Jefferson City, Missouri 65101 toll free at 1-800-392-4211 to file an informal complaint.

If your complaint cannot be resolved informally, you may file a formal complaint in writing with the Commission at their mailing address: Post Office Box 360 Jefferson City, Missouri 65102.

Also, the Missouri Office of the Public Counsel represents the public before the Public Service Commission. The address is 301 West High Street, 2<sup>nd</sup> Floor, Jefferson City, Missouri 65102. The telephone number is (573) 751-4857.

Missouri Public Service Commission

98 - 176

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**2.2 Responsibility and Use**

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2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

**2.3 Transmission**

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Resale Tariff(s).

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~~Missouri Public  
Service Commission~~2.4 Call Blocking

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Notwithstanding any other provision of this Tariff, the Company may block calls which are (i) made to certain countries, cities, or central office ("NXX") exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

2.5 Interconnection

- 2.5.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

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REC'D MAR 26 1999

2.6 Equipment

- 2.6.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.
- 2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.
- 2.6.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.7 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

Missouri Public  
Service Commission  
98-176  
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MAY 04 1999



Missouri Public  
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2.9 Non-Routine Maintenance and Installation

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At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or Subscriber with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.11 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefor set forth in the Service Order or in this Tariff.

2.12 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by notice to the other no later than fifteen (15) days prior to the expiration date of said MSP.

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98-176  
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MAY 04 1999

Missouri Public  
Service Commission

REC'D MAR 26 1999

2.13 Service Order Cancellation

Customers who cancel a Service Order prior to Service installation (including without limitation cancellation of special construction or Services provided on an ICB) will incur a Charge equal to the greater of (i) the non-recurring Charges for the MSP, or (ii) the Company's reasonably incurred, actual expenses associated with such cancellation.

2.14 Reserved for Future Use

2.15 Deposits

Company does not require a customer deposit for residential customers.

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TD-2005-0183  
Missouri Public  
Service Commission

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REC'D MAR 26 1999

2.16 Reserved for future use

2.17 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Subscribers' consumption of Services for any monthly period.

2.18 Taxes

The Customer is responsible for payment of any and all state and federal taxes or surcharges, including without limitation franchise fees, gross receipts, excise taxes, sales taxes, or municipal utilities taxes. Taxes and surcharges for Prepaid Service will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff.

All state charges and surcharges other than taxes and franchise fees will be submitted to the Commission for approval.

Missouri Public  
Service Commission

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January 23, 2005  
TD-2005-0183  
Missouri Public  
Service Commission

Missouri Public  
Service Commission

REC'D MAR 26 1999

2.19 Reserved for Future Use

2.20 Restoration of Services

The Company shall restore any Terminated Service in accordance with Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.3.

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January 23, 2005  
TD-2005-0183  
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- 2.21.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.25 hereof.
- 2.21.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.21.1 hereof.
- 2.21.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.21.1 hereof.
- 2.21.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.
- 2.21.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

Missouri Public  
Service Commission  
98-176  
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MAY 04 1999

Missouri Public  
Service Commission

2.21 Limitation of Liability (cont.)

REC'D MAR 26 1999

2.21.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

2.22 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

**THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.**

Missouri Public  
Service Commission  
98-176  
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MAY 04 1999

CANCELLED  
January 23, 2005  
TD-2005-0183  
Missouri Public  
Service Commission

Missouri Public  
Service Commission2.23 Indemnification

REC'D MAR 28 1999

Subject to the limitations of liability set forth in Section 2.21 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.23 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.23 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

Missouri Public  
Service Commission98 - 176  
FILED MAY 04 1999

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MAY 04 1999

Missouri Public  
Service Commission

REC'D MAR 28 1999

2.24 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.24.1 libel or slander resulting from Subscriber's use of the Services;

2.24.2 any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;

2.24.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by any Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE or with other Subscriber-provided facilities or services; and

2.24.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

Missouri Public  
Service Commission  
98-176  
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MAY 04 1999

CANCELLED  
January 23, 2005  
TD-2005-0183  
Missouri Public  
Service Commission



Missouri Public  
Service Commission2.25 Credits and Credit Allowances

REC'D MAR 26 1999

- 2.25.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.25.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is to be rounded to the nearest hour.
- 2.25.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.25 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.
- 2.25.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.25, for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

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Service Commission  
98-176  
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MAY 04 1999

Missouri Public  
Service Commission

REC'D MAR 26 1999

2.26 Local Calling Area

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with that Underlying Carrier's existing local exchange boundary maps, as approved by the Commission.

2.27 Access to Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirement related thereto.

2.28 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

2.29 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Underling Carriers' facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

2.30 Full Force and Effect

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

2.31 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

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MAY 04 1999

Missouri Public  
Service Commission

2.32 Governing Law

REC'D MAR 26 1999

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Missouri.

2.33 Assignment

2.33.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.33.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

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MAY 04 1999

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January 23, 2005  
TD-2005-0183  
Missouri Public  
Service Commission

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REC'D MAR 26 1999

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction or ICB is construction undertaken:

- 2.34.1 where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;
- 2.34.2 where facilities are of a type other than those which the Company normally provides;
- 2.34.3 where facilities are over a route other than that which the Company normally serves;
- 2.34.4 when facilities are in a quantity greater than that which the Company would normally provide to a Customer;
- 2.34.5 when facilities are requested by a Customer on an expedited basis; or
- 2.34.6 when facilities are requested on a temporary basis until such Services or permanent facilities are available.

Rate for Dedicated Access, Private Lines, and Centrex 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.

2.35 Operator Services

The Company does not provide operator services.

Missouri Public  
Service Commission  
98-176  
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MAY 04 1999

Missouri Public  
Service Commission

REC'D MAR 26 1999

3 DESCRIPTION OF SERVICES3.1 Resold Local Exchange Service

Resold local exchange service is provided by the Company through resale of local exchange access and local exchange service provided by an Underlying Carrier. The Company's Services consist of (i) Prepaid Service, (ii) Optional Service Features, (iii) Directory Listing Service, and (iv) 911 Service.

3.1.1 Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Missouri. Prepaid Service is available only within a Local Calling Area as described in Section 2.26.

3.1.1.A Prepaid Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Prepaid Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place calls to toll-free "800" or "888" telephone numbers. The Company's Prepaid Service does not permit a Customer to originate calls to direct dial (1+) or (0+) toll services or to caller-paid information services (e.g., "900", "976", "711"). Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

3.1.1.B Standard Features. Each Prepaid Service Customer is provided with only local exchange service.

3.1.1.C Optional Features. Prepaid Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial and (vii) Unpublished Number.

3.1.1.D Rates and Charges. The Company will charge a Prepaid Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.5.1.

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Missouri Public  
Service Commission  
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3.1 Resold Local Exchange Services (cont.)Missouri Public  
Service Commission3.1.2 Optional Service Features

REC'D MAR 28 1999

- 3.1.2.A Call Waiting. A tone signals the Subscriber to indicate that another call is waiting. The Subscriber can answer the second call by flashing the switchhook or by hanging up the phone.
- 3.1.2.B Call Forwarding. The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.
- 3.1.2.C Three Way Calling. The Subscriber may sequentially call up to two other Customers' telephone numbers and add the calls together making a three way call.
- 3.1.2.D Unpublished Number. The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area
- 3.1.2.E Speed Dial. The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code.
- 3.1.2.F Call Return. The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.
- 3.1.2.G Caller ID. Caller I.D. is one of the products which Tel-Link will offer. This feature enables the customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls.

When Caller ID is activated on a customer's line, the CPN of incoming calls are displayed on the called CPE during the first long silent interval of the ringing cycle.

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Missouri Public  
Service Commission3.1.2.G CALLER ID, Continued

REC'D MAR 28 1999

Per line blocking for the blocking of CPN will be available upon request, at no charge, to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive office of the agency registers a need for blocking and provides the required certification to Tel-Link: a private, nonprofit, tax exempt, domestic violence intervention agencies and federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call.

Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (#82 on their Touch Tone pad or 1182 on a rotary phone) immediately prior to placing a call.

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

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Service Commission98 - 176  
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3.1.2.G Caller ID, Cont.

REC'D MAR 26 1999

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

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

3.1.2.H Call Trace

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

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

When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll free number, which will activate a voice response script and assist the customer in establishing an open file. Should the customer decide to prosecute the call originating party, the customer should contact Tel-Link for further instructions. Activation of Call Trace never authorizes Tel-Link to provide the called party with the name and number of the calling party. In the event that

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MAY 04 1999  
Missouri Public  
Service Commission  
98-176  
FILED MAY 04 1999



TEL-LINK, L.L.C.

TELECOMMUNICATIONS SERVICES

Missouri Tariff No. 1

~~Missouri Public Service Commission~~  
Original Page 311a

3.1.2.H Call Trace, Cont'd

REC'D MAR 28 1999

CallTrace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the customer's telephone line.

Rates for call trace are \$7.00 per successful transaction.

Missouri Public Service Commission

98-176  
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TD-2005-0183  
Missouri Public  
Service Commission

3.2 Directory Listing Service

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- 3.2.1 The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.2.2 The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 3.2.3 The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 3.2.4 In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

Missouri Public  
Service Commission  
98-176

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Regulatory and Government Relations  
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MAY 04 1999

Missouri Public Service Commission

3.3 911 Emergency Service ("911 Service")

REC'D MAR 26 1999

- 3.3.1 Tel-Link is obligated to supply the E-911 service provider in Tel-Link service area with accurate information necessary to update the E-911 database at the time Tel-Link submits customer orders to the local exchange telecommunications company whose service is being resold pursuant to these tariffs.
- 3.3.2 At the time Tel-Link provides basis local service to a customer by means of Tel-Link's own cable pair, or over any other facility owned by Tel-Link, Tel-Link will be obligated to make the necessary equipment or facility additions in the E-911 service provider's equipment in order to accurately and properly update the database for E-911.
- 3.3.3 At the time Tel-Link provides local service to a customer by means of Tel-Link's own cable pair, or any other facility owned by Tel-Link, Tel-Link will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. Tel-Link recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by Tel-Link.
- 3.3.4 Tel-Link will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo. 190.310.

Missouri Public Service Commission  
98-176  
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MAY 04 1999

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January 23, 2005  
TD-2005-0183  
Missouri Public  
Service Commission

Missouri Public  
Service Commission4 RATES

REC'D JUN 15 1999

4.1 Return Check Charge

The Customer will be charged applicable statutory return check charge whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Late Fee

Invoices more than thirty (30) days past due will incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%).

4.3 Reconnection Fee

(I) A charge of fifty (\$50.00) will apply whenever a Subscriber requests to be reconnected after the Company has disconnected service for non payment.

4.4 Promotions

The Company may, upon Commission approval, offer customers specific rate incentives during specified promotional periods. Company will provide written notice to the Commission at least seven (7) days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, and the beginning and ending dates of the promotional period.

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Missouri Public  
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REC'D MAR 28 1999

4 RATES4.1 Return Check Charge

The Customer will be charged applicable statutory return check charge whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Late Fee

Invoices more than thirty (30) days past due will incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%).

4.3 Reconnection Fee

A charge of twenty-five dollars (\$25.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a customer is reconnected to the Services after the Company has Suspended the service for non payment. If the customer has been disconnected for non payment, recurring and non-recurring connection charges apply in accordance with Section 4.5

4.4 Promotions

The Company may, upon Commission approval, offer customers specific rate incentives during specified promotional periods. Company will provide written notice to the Commission at least seven (7) days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, and the beginning and ending dates of the promotional period.

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MAY 04 1999

4.5 Rates for Resold Local Exchange Services

Missouri Public  
 Service Commission

4.5.1 Prepaid Residential Telecommunications Service

REC'D JUN 15 1999

4.5.1.A Non-Recurring Charges

Processing/Application Fee	\$ 40.00
Directory Listing	0.00

4.5.1.B Recurring Charges

Monthly Prepaid Service	\$ 59.00(I)
Directory Listing	0.00

911 Service (surcharge in accordance with law, if any)

4.5.1.C Optional Features

4.5.1.C.1 Non-Recurring Charges

Caller ID Set Up Fee	\$ 13.00(I)
Feature Installation Fee	\$1.50(N)

4.5.1.C.2 Recurring Charges

Call Waiting	\$ 6.00(I)
Call Forwarding	6.00(I)
Three Way Calling	6.00(I)
Unpublished Number	6.00(I)
Speed Dial	6.00(I)
Call Return	6.00(I)

Missouri Public  
 Service Commission

(Discontinued)

All Above Options	\$ 20.00(D)
Caller ID	\$ 12.00(I)

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4.5 Rates for Resold Local Exchange Services

Missouri Public  
Service Commission

4.5.1 Prepaid Residential Telecommunications Service

REC'D MAR 26 1999

4.5.1.A Non-Recurring Charges

Processing/Application Fee	\$ 40.00
Directory Listing	0.00

4.5.1.B Recurring Charges

Monthly Prepaid Service	\$ 49.00
Directory Listing	0.00

911 Service (surcharge in accordance with law, if any)

4.5.1.C Optional Features

4.5.1.C.1 Non-Recurring Charges

Caller ID Set Up Fee	\$ 10.00
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4.5.1.C.2 Recurring Charges

Call Waiting	\$ 5.00
Call Forwarding	5.00
Three Way Calling	5.00
Unpublished Number	5.00
Speed Dial	5.00
Call Return	5.00

All Above Options	\$ 20.00
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Caller ID	\$ 10.00
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By /s/ RP 34  
Public Service Commission  
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Missouri Public  
Service Commission  
98-176  
FILED MAY 04 1999

Missouri Public  
Service Commission

REC'D MAR 26 1999

4.6 Directory Assistance

The Company does not provide local directory assistance.

4.7 Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Subscribers who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening rate period. Subscribers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Subscriber or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

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Service Commission  
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MAY 04 1999



4.8 Computation of Charges

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Where answer supervision is available, the time of a call begins when the called station is answered, as determined by the standard industry methods selected by the applicable Underlying Carrier. The Company will not knowingly bill any Customer for unanswered calls. Upon the Customer's request, the Company shall promptly refund or credit, as the case may be, payments or charges for any unanswered call inadvertently billed due to the unavailability of Feature Group D or to the LEC's failure to provide answer supervision. Where answer supervision is not available, any call for which the billed duration exceeds one minute shall be presumed to have been answered.

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98 - 176  
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