

**FILED** October 10, 2007 **Data Center Missouri Public Service Commission** 

2600 Maitland Center Pkwy.

October 9, 2007

Suite 300

Via Overnight Mail

Maitland, FL 32751

P.O. Drawer 200

Winter Park, FL

32790-0200

Tel: 407-740-8575

Fax: 407-740-0613

www.tminc.com

Ms. Colleen M. Dale, Chief Regulatory Law Judge

Office of the Public Counsel

Missouri Public Service Commission

200 Madison St., Suite 100 Jefferson City, MO 65101

Working Assets Funding Service, Inc. d/b/a Working Assets Long Distance Re: Name Change to Working Assets Funding Service, Inc. d/b/a Credo Long Distance

Dear Ms. Dale:

The original and two (2) copies of this letter and enclosed proposed replacement tariff are submitted on behalf of Working Assets Funding Service, Inc. d/b/a Working Assets Long Distance as notification to the Commission that the Company is changing the name under which it will provide telecommunications services within the state of Missouri to Working Assets Funding Service, Inc. d/b/a Credo Long Distance. The Company is in the process of filing this fictitious name with the Secretary of State and documentation demonstrating registration will be forwarded under separate cover.

The following replacement tariff is enclosed:

New Tariff: P.S.C. Mo. Tariff No. 1 Replaces Tariff:

P.S.C. Mo. Tariff No. 1

This is simply the adoption of a fictitious name and is not the result of a change in control or merger/acquisition activity. This name change does not affect the rates, terms or conditions of service currently provided to the Company's Missouri Customers and accordingly no changes have been made to the tariff, except to reflect the Company's new fictitious name, to sequentially number the pages and correct section numbering for consistency.

The Company respectfully requests an effective date of November 9, 2007.

October 9, 2007

Ms. Colleen M. Dale, Chief Regulatory Law Judge

Office of the Public Counsel

Missouri Public Service Commission

Re: Working Assets Funding Service, Inc. d/b/a Working Assets Long Distance

Name Change to Working Assets Funding Service, Inc. d/b/a Credo Long Distance

Page 2

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided. Any questions you may have pertaining to this filing may be directed to me at (407) 740-3005 or via email at <a href="mailto:mbyrnes@tminc.com">mbyrnes@tminc.com</a>.

Sincerely,

Monique Byrnes

Consultant to Working Assets, Funding Service, Inc.

Manique Gynnes

MB/sp

Enclosure

W. McGee – Working Assets

cc: file:

Working Assets- MO

tms:

MOi0701

This tariff,
P.S.C. Mo. Tariff No. 1, issued by
Working Assets Funding Service, Inc. d/b/a Credo Long Distance
replaces in its entirety P.S.C. Mo. Tariff No. 1 issued by
Working Assets Funding Service, Inc. d/b/a Working Assets Long Distance

Working Assets Funding Service, Inc. d/b/a Credo Long Distance

"1+" Reseller Service

This individual Tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by Working Assets Funding Service, Inc. d/b/a Working Assets Long Distance, a competitive telecommunications company operating throughout the State of Missouri wherever equal access is available.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

# TABLE OF CONTENTS

ble of Contents	l
aivers	3
her Carriers	4
mbols Used in Tariff	5
ection 1 – General Regulations	6
Application of Tariff	6
Definitions	6
Description of Services	9
Undertaking of the Carrier	13
Limitations	14
Liabilities of the Carrier	15
Temporary Suspension for Repairs	16
Establishment and Reestablishment of Credit	16
Restoration of Service	16
Deposits	17
Advance Payments	17
Taxes	17
Notices	17
Usage Charges	18
Billing Date	18
Bill Payment	18
Return Check Fee	19
Late Charges	19
Settlement Agreements	20
Medical Emergencies	20
Resolution of Disputes	20
Cancellation for Cause	21
Reconnection Fee	23

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

# TABLE OF CONTENTS, (CONT'D.)

Secti	on 2 – Rates	24
	Message Telecommunications Service	24
	Directory Assistance	26
	Operator Services	27
	Calling Card Services	29
	Intranetwork Discount	30
	Other Discounts	30
	Application of Discounts	30
	800 Service	31
	Commercial Volume Discounts	31
	Prepaid Calling Cards	31
	PIN 800 Service	32
	Business Advantage Term Plan II	33
	Business Advantage Term Plan III	36
	Non-Profit Term Plan	37
	Small Business Term Plan	38
	Peak Rate Calling Plans	39
	One Rate Calling Plans	45
	Miscellaneous Charges	51
	In-State Access Recovery Fee	51
	Promotional Offerings	52

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

## WAIVERS OF STATUTORY AND REGULATORY REQUIREMENTS

Working Assets Funding Service, Inc. is a competitive carrier. The Missouri Public Service Commission in its Report and Order dated February 23, 1993 in Case No. TA-93-159 has granted PARS Service Partnership waivers of the following statutory and regulatory requirements:

Section 392.240 (1)	Rates: Reasonable average return on investment
Section 392.270	Pertains to the power of the Commission to ascertain valuation of property of telephone corporations
Section 392.280	Depreciation Rates
Section 392.290	Issuance of Securities
Section 392.310	These provisions regard the Commission's
Section 392.320	authorization concerning a carrier's issuance of
Section 392.330	stocks, bonds, and other indebtedness; the
Section 392.340	ability to merge or sell its facilities to another company; and the reorganization of the company.
Rules:	
4 CSR 240-10.020	Depreciation fund income.
4 CSR 240-30.010 (2) (C)	Posting exchange rates at central office
4 CSR 240-30.060 (5) (B-O)	Minimum filing requirements
4 CSR 240-32.030 (1) (B-C)	Exchange area maps and records of access lines
4 CSR 240-32.050 (2) – (6)	Information concerning local service tariffs, maps, dictionaries and telephone numbers
4 CSR 240-32.070 (4)	Coin telephone availability.

Minimum charges rule

Late payment fee

Issued: October 10, 2007

4 CSR 240-33.030

4 CSR 240-33.040 (5)

Effective: November 9, 2007

Issued by:

## WAIVERS OF STATUTORY AND REGULATORY REQUIREMENTS, (CONT'D.)

The Missouri Public Service Commission Working Assets' Advice Letter No. 3, filed November 15, 1994 has granted PARS Service Partnership waivers of the following statutory and regulatory requirements:

Rules:

4 CSR 240-33.020 (1) (C) 4 CSR 240-33.040 (1) - (2) Billing period definition
Billing on each period requirement

# CONCURRING, CONNECTING, AND OTHER PARTICIPATING CARRIERS

Concurring Carriers
None

Connecting Carriers
None

Other Participating Carriers
None

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

## SYMBOLS USED IN THIS TARIFF

D - Delete Or Discontinue

I - Change Resulting In An Increase To A Subscriber's Bill

M - Moved From Another Tariff Location

N - New

R - Change Resulting In A Reduction To A Subscriber's Bill

T - Change In Text Or Regulation But No Change In Rate Or Charge

Z Correction

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

#### SECTION 1 - GENERAL REGULATIONS

# 1.1 Application of Tariff

- 1.1.1 This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Working Assets Funding Service, Inc. d/b/a Credo Long Distance, with principal offices at 101 Market Street, Suite 700, San Francisco, California 94105.
- 1.1.2 This Tariff applies to services furnished statewide within the state of Missouri. This Tariff is on file with the Missouri Public Service Commission, and copies may be inspected during normal business hours, at the Company's principal place of business.

#### 1.2 Definitions

Certain terms used generally throughout this tariff for communications services furnished by the Carrier over its facilities are defined below.

Automatic Number Identification (ANI) - The calling telephone number identification that will be forwarded to the Company's network by the Local Exchange Company (LEC) as a call is placed. ANI is provided by the LEC only when LEC switch access Feature Group B direct or Feature Group D interconnections are used to gain access to Company's switched telecommunications service.

<u>Commercial MTS</u> - Outbound toll services offered by the Carrier for business users billing at least \$150 monthly.

Company or Carrier - Working Assets Funding Services, Inc., d/b/a Credo Long Distance.

<u>Day</u> - From 8:00 AM up to, but not including, 5:00 PM local time on Monday through Friday, excluding Carrier-specified holidays.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

## 1.2 Definitions, (Cont'd.)

Evening - From 5:00 PM up to, but not including, 11:00 PM local time on Sunday through Friday, and for 24 hours on Carrier-specified holidays.

FCC - Federal Communications Commission.

<u>Holidays</u> - All Carrier-specified holidays: New Year's Day#, Martin Luther King Day\*, President's Day\*, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day#, Thanksgiving Day, and Christmas Day#.

- \* Applies to Federally observed day only.
- # When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

<u>Local Access Transport Area (LATA)</u> – A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchane company provides communications services.

LEC - Local Exchange Carrier

Night/Weekend - From 11:00 PM up to, but not including, 8:00 AM local time, Sunday through Friday, any time on Saturday, any time on Sunday except for the period beginning at 5:00 PM up to, but not including, 11:00 PM.

Normal Work Hours - The time after 8:30 AM and before 5:30 PM Monday through Friday excluding Holidays.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

## 1.2 Definitions, (Cont'd.)

P.S.C. Missouri – Missouri Public Service Commission.

Regular Billing - A standard bill sent in the normal Carrier Billing cycle. This billing consists of one bill for each amount assigned to the subscriber together with explanatory detail showing the derivation of the charges. The Carrier may vary bill issuance at the request of low-billing subscribers in the manner described at Section 1.14.

<u>Subscriber</u> - The person, firm, company or corporation, or other entity, having a communication requirement of its own, which contracts for service under this tariff and is responsible for the payment of charges as well as compliance with the Carrier's regulations pursuant to this tariff.

800 Services – Inbound toll services offered by the carrier.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

# 1.3 Description of Services

1.3.1 Working Assets Funding Service, Inc. d/b/a Credo Long Distance is a communications common carrier providing various interexchange communications services. Specific service offerings are described below.

# 1.3.2 Timing of Calls

The Subscriber's long distance usage charge is based on the actual usage of Carrier's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling party hangs up. Usage charges are rounded to the next six seconds.

#### 1.3.3 Calculation of Distance

- A. Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.
- B. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in the NA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

$$\sqrt{\frac{(V_1 V_2)^2 + (H_1 H_2)^2}{10}}$$

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

## 1.3 Description of Services, (Cont'd.)

## 1.3.4 Minimum Call Completion Rate

A Subscriber can expect a call completion rate of not less than 99.6% during peak use periods for all Feature Group D services (1+ dialing).

#### 1.3.5 Service Hours

- A. Service is available 24 hours a day, seven days a week. Rate periods are applicable as indicated in the chart below and are based on the time at the point of origin of the call, except for 800 Services, where calls will be rated according to the time at the point of termination. The night/weekend rate shall also apply for 24 hours on Carrier-specified holidays as defined in Section 1.2.
- B. Calls that begin in one rate period and terminate in another will be prorated accordingly.

Rate Period Chart

	Monday - Friday	Sat.	Sun.
8 a.m.	Daytime Rate Period		
to 5 p.m.*			
5 p.m.	Evening Rate Period		Evening
to 11 p.m.*			Rate
			Period
11 p.m.	Night/Weekend Rate Period		
to 8 a.m.*			

To, but not including

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

## 1.3 Description of Services, (Cont'd.)

#### 1.3.6 Emergency Services

Calls to Emergency Services are provided at no charge.

## 1.3.7 Service Offerings

#### A. Message Telecommunications Services (MTS)

- 1. Residential and Commercial Message Telecommunications Service (MTS) are intercity services available for use by subscribers 24 hours a day. The subscriber's telephone line(s) are programmed by the local telephone company to automatically route "1+" and/or "10XXX" calls to the network.
- 2. Subscribers may originate MTS from all locations and may terminate calls in all locations within the State of Missouri.

#### B. 800 Services

- 1. 800 Services are virtual banded inbound toll services which permit calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number (800-NXX-XXXX) which will terminate at the subscriber's location.
- 2. 800 Service calls are originated via normal shared use facilities and are terminated via the subscriber's local exchange service line. 800 Service with a Company-provided 800 NXX is available to subscribers as a stand-alone offering.

Issued: October 10, 2007 Effective: November 9, 2007

Issued by:

## 1.3 Description of Services, (Cont'd.)

## 1.3.7 Service Offerings, (Cont'd.)

## C. Prepaid Calling Cards

Working Assets Prepaid Cards can be used form any touch tone phone. An 800 number printed on the back of the card accesses a voice response system that assists in call completion and informs the customer of the time left on the card before call completion and when two minutes remain. Live customer service is available 24 hours a day for call placement assistance, balance information, crediting and recharging. Cards expire approximately one year form issue date. Unused portions are not refundable. Interruptions due to technical problems will be credited.

#### D. 800 Personal Identification Service

PIN 800 provides 800 service to residential and commercial customers through the use of a 4-digit Personal Identification Number ("PIN"). Multiple end users dial one toll-free number and terminate the call to the desired location by using a specific 4-digit PIN.

#### E. Term Plans

These plans are complementary to an interstate service tariffed in the Company FCC No. 1. They are only available in combination with the interstate service. These plans are only offered to commercial customers.

#### F. Peak Rate Calling Plans

These calling plans have flat rates in peak and non-peak time periods. They are available only to residential customers.

#### G. One Rate Calling Plans

These calling plans have a 24 hour flat rate. They are available only to residential customers.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

- 1.4 Undertaking of the Company
  - 1.4.1 The Carrier's services are furnished for communications originating at equal access points within the State of Missour served by one or more other certificated long distance carriers which carry the Carrier's long distance traffic.
  - 1.4.2 The Carrier neither owns nor operates any long distance facility within the State of Missouri, but rather resells services provided by other long distance carriers. When authorized by the subscriber, the Carrier may act as the subscriber's agent for ordering access by the local exchange company instead of other carriers or entities to allow connection of a subscriber's location to the networks of long distance carriers who carry the Carrier's long distance traffic. The subscriber shall be responsible for all charges due for such service arrangement. The subscriber shall be billed by the Carrier, and shall be considered a subscriber of the Carrier and not of any other long distance carrier.
  - 1.4.3 Request for service under this Tariff shall authorize the Carrier to conduct a credit search on the subscriber. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to the late payment or non-payment by the subscriber

Issued: October 10, 2007 Effective: November 9, 2007

Issued by:

#### 1.5 Limitations

- 1.5.1 Service is offered subject to the availability of carrier facilities and the provisions of this Tariff.
- 1.5.2 The Carrier reserves the right to discontinue or limit the use of service necessitated by conditions beyond its control, or when the subscriber is using the service in violation of the law or the provisions of this Tariff.
- 1.5.3 No service provided under this Tariff may be transferred or assigned by the subscriber, except with the express written consent of the Company. Such transfer or assignment shall apply only where there is no interruption of the use of service. Transferees or assigns shall be subject to the terms and conditions of this Tariff.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

## 1.6 Liabilities Of The Company

- 1.6.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities and not caused by the negligence of the subscriber, commences on agreement to provide service and in no event exceeds an amount equivalent to the charge(s) the Carrier would assess to the subscriber for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur. Such liability does not include avoidable damage to the subscribers' premises. For the purpose of computing such amount, a month is considered to have 30 days.
- 1.6.2 When the facilities of other carriers are used in establishing connections to points not reached by the Carrier's facilities, the Carrier is not liable for any act or omission of the other carrier or carriers. The subscriber will indemnify and save harmless the Company from any third party claims for such damages referred to in Section No. 1.6.1 above.
- 1.6.3 The Carrier will make no refund on overpayments by a subscriber unless the claim for such overpayment together with proper evidence is submitted within two (2) years from the date of alleged overpayment. In calculating refunds, volume discounts will be adjusted based on total usage after all credits or adjustments have been applied.
- 1.6.4 The Carrier shall be indemnified and held harmless by the subscriber against claims for libel, slander, or infringement of copyright arising out of the material, data, information or other content transmitted through the Carrier's services, and against all other claims arising out of any act or omission of the subscriber in connection with any service provided by the Carrier.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

## 1.7 Temporary Suspension For Repairs

- 1.7.1 The Carrier shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension of service for any appreciable period is necessary the Carrier will give the subscribers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.
- 1.7.2 When the Carrier is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or subscriber's service.

#### 1.8 Establishment And Reestablishment Of Credit

1.8.1 The Carrier reserves the right to examine the credit record and check the references of all applicants or subscribers prior to accepting an order for new or expanded service. An unsatisfactory credit history may result in denial of service.

#### 1.9 Restoration Of Service

1.9.1 The use and restoration of service shall be in accordance with the priority systems of the long distance carriers providing service to the Company.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

## 1.10 Deposits

1.10.1 The Carrier requires no deposit from the subscriber.

## 1.11 Advance Payments

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

#### 1.12 Taxes

1.12.1 All federal, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

#### 1.13 Notices

- 1.13.1 Unless otherwise provided by these Rules, any notice from the Carrier to a subscriber may be given orally to the subscriber or his authorized representative, or by written notice properly deposited in any United States Post Office, postage prepaid, addressed to the subscriber at the subscriber's place of address.
- 1.13.2 Unless otherwise provided by these Rules, any notice from any subscriber to Carrier may be given orally to Carrier by the subscriber, or any authorized representative, or by written notice properly addressed an mailed to Carrier.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

## 1.14 Usage Charges

1.14.1 Charges will be billed monthly in arrears, with the exception of the billing of fixed charges which are billed in the month in which they occur. Subscriber will be billed for all usage accrued beginning immediately on access to the service. For the purpose of computing charges, a month is considered to consist of 30 days. Upon the request of the subscriber, invoices for low-billing accounts will be issued bi-monthly at no extra charge. No charge will be applied if monthly billing is resumed.

## 1.15 Billing Date

1.15.1 The billing date is dependent on the billing cycle assigned to the subscriber. The Company may bill customers on other than a monthly basis (e.g., every other month, every third month) unless a customer requests monthly billing. In no case will the Company issue bills less frequently than every three months.

## 1.16 Bill Payment

1.16.1 Bills will be received by US Mail or, upon customer request, via the Internet. Bills may be paid by mail, by telephone using a credit card, or by debit origination prearranged by the customer. All charges for services are payable only in United States currency. Payment by mail may be made by check, money order, or cashier's check.

Issued: October 10, 2007 Effective: November 9, 2007

Issued by:

#### 1.17 Return Check Fee

1.17.1 A charge of ten dollars (\$10), or applicable state return check charge, whichever is less, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

## 1.18 Late Charges

1.18.1 Bills are due and payable within twenty days of the billing date. Bills not paid by the date specified on the invoice, as stated above, are subject to a 1.5% monthly finance charge, or the highest amount allowed by this state. Subscriber's service may be terminated if service is not paid for by the 30th day past the billing date.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

## 1.19 Settlement Agreements

- 1.19.1 If the subscriber claims inability to pay an outstanding bill in full, the carrier will negotiate a deferred payment plan with the subscriber.
- 1.19.2 Charges addressed in a partial payment plan will not constitute a basis for disconnection as long as the subscriber follows the terms of the plan.

## 1.20 Medical Emergencies

1.20.1 Carrier will postpone disconnection of service for at least 21 days upon reasonable evidence that a member of the household is under the care of a physician and may require Carrier's services to obtain emergency medical assistance.

#### 1.21 Resolution of Disputes

- 1.21.1 A subscriber may dispute part or all of a charge by contacting the Carrier by telephone or mail prior to the due date of the charge. Any such inquiry will be recorded and investigated thoroughly, and the Carrier will attempt to resolve the dispute.
- 1.21.2 In the event that a resolution cannot be reached, the Carrier will advise the subscriber of her/his right to file a complaint with the M.P.S.C.
- 1.21.3 All portions of a charge that are not in dispute must be paid according to the terms of the invoice.
- 1.21.4 Any refunds or credits found to be due to a subscriber shall be remitted promptly.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

#### 1.22 Cancellation For Cause

- 1.22.1 The Carrier, by ten day written notice to the subscriber may disconnect service without incurring any liability for any of the following reasons:
  - a) Non-payment of any undisputed sum due to the Carrier for service for more than 30 days beyond the date of rendition of the bill for such services,
  - b) Failure to substantially comply with terms of a settlement agreement;
  - c) A violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services,
  - d) The Carrier is prohibited from furnishing service by order of a court or other government authority having jurisdiction,
  - e) Upon request of the subscriber,
  - f) Upon abandonment of premises;
  - g) Use of the service to injuriously affect the efficiency of the Company's personnel, plant, property, or service, including use of profane or obscene language intended to harass, frighten, or abuse Company's personnel, or
  - h) For fraudulent use of service. Upon evidence of fraudulent use of the service the Company may discontinue service without notice. However, if the subscriber makes immediate payment for the estimated amount of service as has been fraudulently taken, the Company shall restore service in a manner consistent with the rates, charges, terms and conditions of this tariff. If a second offense is detected, the Company may refuse to reestablish service, subject to appeal to the Commission. The burden of proof of such fraudulent use will be upon the Company in case of an appeal to the Commission. This rule shall not be interpreted as relieving the subscriber or any other person of civil or criminal responsibility.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

- 1.22 Cancellation For Cause, (Cont'd.)
  - 1.22.2 Notice of denial of service will be mailed with an explanation providing the following:
    - a) Name, address and telephone number of the customer,
    - b) A clear and concise statement of the reason for the denial or service,
    - c) Date after which service will be disconnected unless appropriate action is taken,
    - d) Actions which the applicant may take to receive service,
    - e) The customer's right to enter into a settlement agreement if the claim is not in dispute and the full amount cannot be paid,
    - f) The toll-free number to make an inquiry,
    - g) A statement that notice of disconnection is not effective if charges involved are part of an unresolved dispute,
    - h) A statement providing for the medical emergency exception.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

#### 1.23 Reconnection Fee

Customers whose service has been blocked for non-payment are subject to a reconnection fee of \$10.00 for restoration of service.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

#### **SECTION 2 – RATES**

## 2.1 Message Telecommunications Service (MTS)

2.1.1 Dial-1, Calling Card and Operator Services are available for origination from Feature Group D end offices within the State of Missouri.

## 2.1.2 Residential Dial-1 Service Rates

Residential service is billed by whole minutes, with partial minutes of usage rounded up to the next whole minute. These rates also apply to calls placed by casual callers. Rates are as follows:

InterLATA

		Initial			Additional	
Mileage	Day	Evening	Night/Wkend	Day	Evening	Night/Wkend
0-10	.1049	.0749	.0589	.0899	.0719	.0580
11-14	.1449	.1071	.0849	.1299	.1039	.0842
15-18	.1749	.1312	.1041	.1599	.1279	.1036
19-23	.2049	.1631	.1313	.1699	.1359	.1104
24-28	.2413	.2049	.1749	.1759	.1599	.1299
29-33	.2649	.2213	.1817	.1949	.1759	.1429
34-50	.2949	.2285	.1872	.2349	.1864	.1559
51-60	.3049	.2377	.1948	.2549	.2024	.1689
61-80	.3149	.2441	.2017	.2649	.2104	.1754
81-100	.3349	.2601	.2130	.2749	.2184	.1819
101-125	.3349	.2601	.2135	.3049	.2424	.2014
126-150	.3449	.2681	.2205	.3249	.2584	.2144
151-190	.3549	.2765	.2268	.3349	.2664	.2209
191-300	.3649	.2849	.2327	.3449	.2744	.2274
301-+	.3949	.3049	.2649	.3649	.2864	.2534

Issued: October 10, 2007 Effective: November 9, 2007

Issued by:

# 2.1 Message Telecommunications Service (MTS), (Cont'd.)

# 2.1.2 Residential Dial-1 Service Rates, (Cont'd.)

#### IntraLATA

		Initial			Additional	
Mileage	Day	Evening	Night/Wkend	Day	Evening	Night/Wkend
0-10	.1000	.1000	.1000	.1000	.1000	.1000
11-14	.1000	.1000	.1000	.1000	.1000	.1000
15-18	.1000	.1000	.1000	.1000	.1000	.1000
19-23	.1000	.1000	.1000	.1000	.1000	.1000
24-28	.1000	.1000	.1000	.1000	.1000	.1000
29-33	.1000	.1000	.1000	.1000	.1000	.1000
34-50	.1000	.1000	.1000	.1000	.1000	.1000
51-60	.1000	.1000	.1000	.1000	.1000	.1000
61-80	.1000	.1000	.1000	.1000	.1000	.1000
81-100	.1000	.1000	.1000	.1000	.1000	.1000
101-125	.1000	.1000	.1000	.1000	.1000	.1000
126-150	.1000	.1000	.1000	.1000	.1000	.1000
151-190	.1000	.1000	.1000	.1000	.1000	.1000
191-300	.1000	.1000	.1000	.1000	.1000	.1000
301-999	.1000	.1000	.1000	.1000	.1000	.1000

Issued: October 10, 2007 Effective: November 9, 2007

Issued by:

- 2.1 Message Telecommunications Service (MTS), (Cont'd.)
  - 2.1.3 Commercial Service Rates

Commercial service is billed in six second increments after a 30 second minimum, with lesser amounts of usage rounded up to the next six seconds. Rates are as follows:

	Day	Evening/
		Night/Weekend
Rate/Minute	\$0.2210	\$0.1960

- 2.2 Directory Assistance (Available to MTS Subscribers)
  - 2.2.1 Subscribers will be billed \$.50 per call for directory assistance.
  - 2.2.2 A credit allowance for Directory Assistance will be provided on request if subscriber experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended Directory Assistance number.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

# 2.3 Operator Services (Available to MTS Subscribers)

2.3.1 Operator Services are available from all originating service locations. The Operator Services per-minute base rates are as set forth below. An additional one-time Call Placement charge, as set forth below, will be added to the first minute of each call.

## 2.3.2 Non-Calling Card Usage Rates

		Initial			Additional	
Mileage	Day	Evening	Night/Wkend	Day	Evening	Night/Wkend
0-10	.5500	.5500	.5500	.5500	.5500	.5500
11-14	.5500	.5500	.5500	.5500	.5500	.5500
15-18	.5500	.5500	.5500	.5500	.5500	.5500
19-23	.5500	.5500	.5500	.5500	.5500	.5500
24-28	.5500	.5500	.5500	.5500	.5500	.5500
29-33	.5500	.5500	.5500	.5500	.5500	.5500
34-50	.5500	.5500	.5500	.5500	.5500	.5500
51-60	.5500	.5500	.5500	.5500	.5500	.5500
61-80	.5500	.5500	.5500	.5500	.5500	.5500
81-100	.5500	.5500	.5500	.5500	.5500	.5500
101-125	.5500	.5500	.5500	.5500	.5500	.5500
126-150	.5500	.5500	.5500	.5500	.5500	.5500
151-190	.5500	.5500	.5500	.5500	.5500	.5500
191-300	.5500	.5500	.5500	.5500	.5500	.5500
301-+	.5500	.5500	.5500	.5500	.5500	.5500

# Call Placement Charge

.1	Collect Station-to-Station	\$2.35
.2	Collect Person-to-Person	\$4.90
.3	Person-to-Person	\$4.90
.4	Station-to-Station	\$2.35
.5	Directory Assistance Call Completion	\$1.10
.6	Third Party Person-to-Person	\$4.90
.7	Third Party Station-to-Station	\$2.35
.8	Operator -Dialed Surcharge	\$1.15

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

# 2.3 Operator Services (Available to MTS Subscribers), (Cont'd.)

# 2.3.3 Calling Card Usage Rates

		Initial			Additional	
Mileage	Day	Evening	Night/Wkend	Day	Evening	Night/Wkend
0-10	.1049	.0749	.0589	.0899	.0719	.0580
11-14	.1449	.1071	.0849	.1299	.1039	.0842
15-18	.1749	.1312	.1041	.1599	.1279	.1036
19-23	.2049	.1631	.1313	.1699	.1359	.1104
24-28	.2413	.2049	.1749	.1759	.1599	.1299
29-33	.2649	.2213	.1817	.1949	.1759	.1429
34-50	.2949	.2285	.1872	.2349	.1864	.1559
51-60	.3049	.2377	.1948	.2549	.2024	.1689
61-80	.3149	.2441	.2017	.2649	.2104	.1754
81-100	.3349	.2601	.2130	.2749	.2184	.1819
101-125	.3349	.2601	.2135	.3049	.2424	.2014
126-150	.3449	.2681	.2205	.3249	.2584	.2144
151-190	.3549	.2765	.2268	.3349	.2664	.2209
191-300	.3649	.2849	.2327	.3449	.2744	.2274
301-+	.3949	.3049	.2649	.3649	.2864	.2534

# Call Placement Charges

.1	Collect Station-to-Station	\$1.05
.2	Collect Person-to-Person	\$2.40
.3	Person-to-Person	\$2.40
.4	Station-to-Station	\$1.05
.5	Directory Assistance Call Completion	\$1.05
.6	Third Party Person-to-Person	\$2.40
.7	Third Party Station-to-Station	\$1.05
.8	Operator –Dialed Surcharge	\$1.00

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

- 2.4 Calling Card Services (Available to MTS Subscribers)
  - 2.4.1 A Calling Card is provided to all MTS subscribers at no charge. Calling Card Service allows subscribers who are away from their home or business to access the network to place calls from any location in the State of Missouri. Access to the Company network is gained by dialing 1-800-766-0606. The Calling Card Service per-minute rates described below apply to intrastate interexchange calls plus the following surcharge:

Charge per call:

\$0.55

- 2.4.2 Calling Card will only be offered in conjunction with Dial 1 MTS service.
- 2.4.3 This surcharge applies to all calls placed via calling card without regard to calling plan, unless the tariff describing the calling plan explicitly states otherwise.

# 2.4.4 Usage Rates

		Initial			Additional	
Mileage	Day	Evening	Night/Wkend	Day	Evening	Night/Wkend
0-10	.1049	.0749	.0589	.0899	.0719	.0580
11-14	.1449	.1071	.0849	.1299	.1039	.0842
15-18	.1749	.1312	.1041	.1599	.1279	.1036
19-23	.2049	.1631	.1313	.1699	.1359	.1104
24-28	.2413	.2049	.1749	.1759	.1599	.1299
29-33	.2649	.2213	.1817	.1949	.1759	.1429
34-50	.2949	.2285	.1872	.2349	.1864	.1559
51-60	.3049	.2377	.1948	.2549	.2024	.1689
61-80	.3149	.2441	.2017	.2649	.2104	.1754
81-100	.3349	.2601	.2130	.2749	.2184	.1819
101-125	.3349	.2601	.2135	.3049	.2424	.2014
126-150	.3449	.2681	.2205	.3249	.2584	.2144
151-190	.3549	.2765	.2268	.3349	.2664	.2209
191-300	.3649	.2849	.2327	.3449	.2744	.2274
301-+	.3949	.3049	.2649	.3649	.2864	.2534

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

#### 2.5 Intranetwork Discount

- 2.5.1 For residential subscribers, a 25% discount will be applied to those calls that terminate to other subscribers of the Company's communications services.
- 2.5.2 For commercial subscribers, a 10% discount will be applied to those calls which terminate to other subscribers of the Company's communications services who have the same billing telephone number as the commercial subscriber.

#### 2.6 Other Discounts

- 2.6.1 For residential subscribers, calls made to political leaders who are the subjects of an action alert in the subscriber's previous monthly invoice will be free of charge. Two such calls per day of up to five minutes in duration can be made.
- 2.6.2 For residential subscribers whose total usage charges exceed \$25.00 per month, a 15% discount shall be applied to all of their intrastate usage.
- 2.6.3 MTS, Calling Card, and Operator Service calls from hearing-impaired Company customers using teletypewriters for residential telecommunications will be discounted by 20%. This discount is in addition to any other applicable discount. Customer must provide the Company with a medical doctor's signed statement verifying his or her impairment prior to receiving discount.

## 2.7 Application of Discounts

2.7.1 When traffic qualifies for both the Intranetwork and volume discounts, only the greater of the two discounts will apply.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

#### 2.8 800 Service

2.8.1 Rates for 800 calls originating and terminating within the State of Missouri.

	Day	Evening	Night/Weekend
Rate/Minute:	\$0.2100	\$0.2100	\$0.2100

Each fractional call is rounded up to the next one-tenth minute.

#### 2.9 Commercial Volume Discounts

2.9.1 All dial-1 and 800 calls billed to commercial accounts not on a term plan receive the following discounts based on volume:

Gross Minute Usage	Volume Discount
0-199	0%
200-599	5%
600-1,999	10%
2,000-3,899	12.5%
3,900+	15%

#### 2.10 Prepaid Calling Cards

2.10.1 Company Prepaid Cards are available for domestic direct dial usage in increments of 10, 30 and 60 minutes. Time is decremented in full minute increments. Rates apply twenty four hours per day, seven days a week. Prices are inclusive of applicable state and federal taxes. Cards are distributed exclusively by the Company.

Per Minute Rate

Number of Minutes	Card Purchase Price
10	\$4.50
30	\$13.50
60	\$27.00

\$0.45

On occasion, prepaid cards worth ten and thirty minutes may be issued as free premiums in promotional programs.

Issued: October 10, 2007 Effective: November 9, 2007

Issued by:

#### 2.11 Pin 800 Service

Monthly recurring fee:

\$2.50 per account

Usage Charge:

\$.22 per minute

This usage shall not be included in the calculation of any discount in this tariff nor may any discount be applied to the usage of this service. Each fractional call is rounded up to the next full minute.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

## 2.12 Business Advantage Term Plan II

By written Agreement, Commercial Service customers may elect the Business Advantage Term Plan II (Term Plan) option, at the following rates and conditions:

- A. Service Provided: All services available to Company commercial customers, including Dial -1, 800, Conference Calling and Calling Card.
- B. Term of Agreement: one year.
- C. Price of Service: As specified in the Company's Tariff FCC No. 1 and this tariff, with the following modifications to intrastate rates for Dial +1, 800 and Calling Card services:

#### \$.153 per minute

- D. Minimum Volume Commitment (MVC): 400 minutes of toll traffic from interstate, intrastate and international usage.
- E. Payment: Payment for service is due upon receipt. Service may be disconnected if the unpaid balance is not received within 30 days of the invoice date. Termination of service for nonpayment is considered disconnection of the Agreement, and may result in the customer incurring the Termination Charge under Section J.3 herein.
- F. Term Renewal: At the conclusion of the initial term, the Agreement shall automatically renew until terminated by either Party as provided in Section G. below.
- G. Termination Without Cause: At the conclusion of the initial term or any renewal period, either Party may terminate the Agreement without cause upon written notice to the other Party at least 90 days prior to the expiration of the initial term or renewal period.
- H. Classifications, Practices, and Regulations
  - 1. Except as otherwise provided by the Company Business Advantage Term Plan II tariff provisions, the regulations as set forth in the Company Tariff FCC No. 1 and this tariff will apply. To the extent that the terms of the Term Plan are inconsistent with the tariff (s), the terms and conditions of the Term Plan shall control.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

# 2.12 Business Advantage Term Plan II, (Cont'd.)

- H. Classifications, Practices, and Regulations, (Cont'd.)
  - 2. Shortfall Liability: If the customer fails for any moth to meet the MVC interstate rates charged for the customer's usage will increase to the tariffed level.
  - 3. Disconnection with Liability: If the customer discontinues service prior to the expiration of the term contained in the Agreement, a termination Charge will apply. The termination Charge will be equal to 50% of the customer's monthly charges, which includes all telecommunication charges billed by the Company, for his or her MVC through the end of the term agreed to.

# 4. Dispute Resolution:

- (a) Any dispute arising out of or related to the Company Business Advantage Term Plan which cannot be resolved by negotiation shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") as amended by these provision. Neither Party may seek injunctive relief of any kind prior to the confirmation of an arbitration award.
- (b) Either the Company or the customer may initiate arbitration by providing written demand for arbitration, a copy of this Agreement and the administrative fee required by the AAA Rules to the American Arbitration Association ("AAA") office in Washington DC. A copy of such notice shall also be provided to the other Party. The remaining cost of the arbitration, including fees and expenses of the arbitrator, shall be shared equally by the parties unless the arbitration award provides otherwise.
- (c) One (1) arbitrator shall be appointed in accordance with AAA Rules within 60 days of the submission of the demand for arbitration, unless both Parties agree otherwise in writing. The arbitrator shall designate the time and place for the hearing within 30 days of his or her appointment. The arbitrator's decision shall be final, conclusive and binding on all Parties.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

- 2.12 Business Advantage Term Plan II, (Cont'd.)
  - H. Classifications, Practices, and Regulations, (Cont'd.)
    - 5. Governing Law: The Business Advantage Term Plan II shall be governed under the laws of the State of California, except to the extent that the Communications Act of 1934, as amended and as interpreted by the FCC applies.
  - I. Volume and intranetwork discounts do not apply to Plan rates.

Issued: October 10, 2007 Effective: November 9, 2007

Issued by:

### 2.13 Business Advantage Term Plan III

- 2.13.1 This service is complementary to, and is only available in combination with the interstate service in the Company's Tariff F.C.C. No. 1 on file with the Federal Communications Commission.
- 2.13.2 By written Agreement, Commercial Service customers may elect the Business Advantage Term Plan II (Term Plan) option, at the following rates and conditions:
  - A. Service Provided: All services available to Company commercial customers, including Dial-1, 800, Conference Calling and Calling Card.
  - B. Term of Agreement: one year.
  - C. Price of Service: As specified in the Company's Tariff FCC No. 1 and this tariff, with the following modifications to intrastate rates for Dial +1, 800 and Calling Card services:

#### \$.141 per minute

D. Volume and intranetwork discounts do not apply to Plan rate. All surcharges and appropriate taxes are applicable to this rate.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

#### 2.14 Non-Profit Term Plan II

- 2.14.1 This Term Plan is the intrastate complement to, and is only available in combination with, the corresponding interstate Non-Profit Term Plan II contained in the Company's FCC No. 1 on file with the Federal Communications Commission.
- 2.14.2 The monthly usage rate applies to intrastate dial-1, calling card, and toll-free calls appearing on you r Company bill except those placed with the aid of an operator and calls placed to directory assistance. The calling card surcharge is \$.65 per call.

Usage rate: \$.141 per minute

- 2.14.3 In addition to themonthly usage rate listed in the preceding paragraph, all relevant fees and surcharges apply, as well.
- 2.14.4 Term of Agreement is one year.
- 2.14.5 Customer is entitled to 10 minutes of Free Speech call(s) per day when the call is to policy maker designated by the Company. Free Speech minutes not used on one day cannot be carried over to any other day.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

#### 2.15 Small Business Term Plan

- 2.15.1 This Term Plan is the intrastate complement to, and is only available in combination with, the interstate Small Business Term Plan contained in the Company's FCC No. 1 on file with the Federal Communications Commission.
- 2.15.2 The monthly usage rate applies to intrastate dial-1, calling card, and toll-free calls appearing on your Company bill except those placed with the aid of an operator and calls placed to directory assistance. The calling card surcharge is \$.65 per call.

Usage rate: \$.141 per minute

- 2.15.3 In addition to themonthly usage rate listed in the preceding paragraphy, all relevant fees and surcharges apply, as well.
- 2.15.4 Term of Agreement is one year.

Issued: October 10, 2007 Effective: November 9, 2007

Issued by:

## 2.16 Peak Rate Calling Plans

2.16.1 Peak Rate Calling Plan No. 1

Customers selecting this Peak Rate Plan receive direct dial MTS service at the following rates:

Peak

Off-Peak

Dial 1

\$0.25 per minute

\$0.15 per minute

Calling Card:

\$0.25 per minute

\$0.15 per minute

Where peak is 7am to 7pm seven days a week and all other time is off-peak.

Volume and Friendship discounts do not apply to traffic priced at these rates

This Plan is the intrastate complement to the interstate Peak Rate Plan contained in FCC No. 1, Section 21.1

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

## 2.16 Peak Rate Calling Plans, (Cont'd.)

#### 2.16.2 Unlimited Plan

This calling Plan is the intrastate add-on to, and is only available in conjunction with, the interstate Unlimited Plan No. 1 located in the Company's Tariff FCC No. 1, Section 21.6.

#### **USAGE CHARGES**

Peak

Off-Peak

\$0.25per minute

\$0.25 per minute

Peak is 7am to 7pm Monday through Friday and off-peak is all other times.

Off-Peak usage is limited to 1000 minutes per monthly billing period. All minutes in excess of 1000 will be billed at the Peak rate.

Calling Card rates are \$0.35 per minute for both Peak and Off-Peak Calling card surcharge: \$0.35

This service is intended only for residential use. Calls to an Internet provider and those placed on behalf of a business are not covered under this plan.

Volume and Friendship discounts do not apply to traffic priced at these rates.

Local toll calls carried by the local telephone company are not covered by this plan.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

# 2.16 Peak Rate Calling Plans, (Cont'd.)

## 2.16.3 Peak Rate Calling Plan No. 2

Customers selecting this Peak Rate Plan receive direct dial MTS service at the following rates:

		Peak	Off-Peak
Dial 1			
	InterLATA	\$0.15 per minute	\$0.15 per minute
	IntraLATA	\$0.10 per minute	\$0.10 per minute
Calling Card:		\$0.25 per minute	\$0.25 per minute
Surcharge		\$0.00 per call	\$0.00 per call

Where peak is 7am to 7pm seven days a week and all other time is off-peak.

Volume and Friendship discounts do not apply to traffic priced at these rates

This Plan is the intrastate complement to, and is only available in combination with, the interstate Peak Rate Plan contained in FCC No. 1, Section 21.2

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

## 2.16 Peak Rate Calling Plans, (Cont'd.)

# 2.16.4 Peak Rate Calling Plan No. 3

Customers selecting this Peak Rate Plan receive direct dial MTS service at the following rates:

Dial 1		Peak	Off-Peak
Diai 1	InterLATA	\$0.10 per minute	\$0.10 per minute
	IntraLATA	\$0.10 per minute	\$0.10 per minute
Calling Card:		\$0.59 per minute	\$0.59 per minute
Surcharge		\$0.99 per call	\$0.99 per call

Where peak is 7am to 7pm seven days a week and all other time is off-peak.

Volume and Friendship discounts do not apply to traffic priced at these rates

This Plan is the intrastate complement to, and is only available in combination with, the interstate Peak Rate Plan contained in FCC No. 1, Section 21.7

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

## 2.16 Peak Rate Calling Plans, (Cont'd.)

# 2.16.5 Peak Rate Calling Plan No. 4

Customers selecting this Peak Rate Plan receive direct dial MTS service at the following rates:

Dial 1		Peak	Off-Peak
Diai i	InterLATA	\$0.15 per minute	\$0.15 per minute
	IntraLATA	\$0.10 per minute	\$0.10 per minute
Calling Card:		\$0.50 per minute	\$0.50 per minute
Surcharge		\$0.99 per call	\$0.99 per call

Where peak is 7am to 7pm seven days a week and all other time is off-peak.

Volume and Friendship discounts do not apply to traffic priced at these rates

This Plan is the intrastate complement to, and is only available in combination with, the interstate Peak Rate Plan contained in FCC No. 1, Section 21.8

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

## 2.16 Peak Rate Calling Plans, (Cont'd.)

# 2.16.6 Peak Rate Calling Plan No. 5

Customers selecting this Peak Rate Plan receive direct dial MTS service at the following rates:

		Peak	Off-Peak
Dial 1			
	InterLATA	\$0.25 per minute	\$0.15 per minute
	IntraLATA	\$0.10 per minute	\$0.10 per minute
Calling Card:		\$0.50 per minute	\$0.50 per minute
Surcharge		\$0.99 per call	\$0.99 per call

Where peak is 7am to 7pm seven days a week and all other time is off-peak.

Volume and Friendship discounts do not apply to traffic priced at these rates

This Plan is the intrastate complement to, and is only available in combination with, the interstate Peak Rate Plan contained in FCC No. 1, Section 21.9.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

# 2.17 One Rate Calling Plans

#### 2.17.1 Calling Plan No. 1

Customers selecting this One Rate Plan receive direct dial MTS service at the following rate, regardless of the time of day or day of week of the call:

Dial 1:

\$0.15 per minute

Calling Card:

\$0.30 per minute

Volume and Friendship discounts do not apply to traffic priced at these rates.

This Plan is the intrastate complement to the interstate One Rate Plan contained in FCC No. 1, Section 20.1.

## 2.17.2 Calling Plan No. 2

Customers selecting this One Rate Plan receive direct dial MTS service at the following rate:

Dial 1:

\$0.15 per minute

Calling Card:

\$0.30 per minute

Volume and Friendship discounts do not apply to traffic priced at these rates.

This Plan is the intrastate complement to the interstate One Rate Plan contained in FCC No. 1, Section 20.2.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

# 2.17 One Rate Calling Plans, (Cont'd.)

## 2.17.3 Calling Card Plan

Company customers may choose this plan in place of the basic calling card rates and surcharges:

Usage charge:

\$0.25 per minute for all intrastate calls

No calling card surcharge is applied to these calls. The payphone surcharge still applies.

This plan is a complement to, and is only available in combination with, an interstate calling card plan in the Company's interstate tariff, FCC No. 1, Section 2.3.

Volume and Friendship discounts do not apply to traffic priced at these rates.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

#### 2.17 One Rate Calling Plans, (Cont'd.)

#### 2.17.4 Combination Plan

Those Company Customers who subscribe to the Company Internet service; receive bills via e-mail; and who pay their bills via automatic deduction from a checking account may receive interstate telephone service at the rates listed below:

Dial 1:

InterLATA:

\$0.10 per minute

IntraLATA:

\$0.10 per minute

Calling Card

\$0.30 per minute

Surcharge

\$0.00 per call

Volume and Friendship discounts do not apply to traffic priced at these rates.

Customers must comply with all three eligibility requirements to be able to choose this plan. If after enrolling in this calling plan the customer discontinues any one of the qualifying requirements, the customer is subject to removal from the plan, at which time s/he will automatically be returned to her/his previous Company billing arrangement. If the customer enrolled in the plan at the initiation of Company service, the customer will be transferred to the Peak Rate Calling Plan No. 1.

This plan is a complement to, and is only available in combination with, the interstate calling plan in the Company's interstate tariff, FCC No. 1, Section 22.8

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

# 2.17 One Rate Calling Plans, (Cont'd.)

#### 2.17.5 Calling Plan No. 3

This Calling Plan is the intrastate add-on to, and is only available in combination with the interstate calling plan located in the Company Tariff F.C.C. No. 1, Section 22.9 and 22.10.

Customers selecting this One Rate Plan receive direct dial MTS service at the following rate:

Dial 1:

InterLATA \$0.10 per minute

IntraLATA \$0.10 per minute

Calling Card: \$0.30 per minute Surcharge: \$0.30 per call

Volume and Friendship discounts do not apply to traffic priced at these rates.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

# 2.17 One Rate Calling Plans, (Cont'd.)

## 2.17.6 Calling Plan No. 4

Customers selecting this One Rate Plan receive direct dial MTS service at the following rate:

Dial 1:

InterLATA \$0.10 per minute

IntraLATA \$0.10 per minute

Calling Card:

\$0.30 per minute

Surcharge:

\$0.99 per call

Volume and Friendship discounts do not apply to traffic priced at these rates.

This Plan is the intrastate complement to, and is only available in combination with the interstate One Rate Plan contained in FCC. No. 1, Section 22.11.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

#### 2.17 One Rate Calling Plans, (Cont'd.)

## 2.17.7 Calling Plan No. 5

Customers selecting this One Rate Plan receive direct dial MTS service at the following rate:

Dial 1:

InterLATA

\$0.10 per minute

IntraLATA

\$0.10 per minute

Calling Card:

\$0.30 per minute

Surcharge:

\$0.99 per call

Volume and Friendship discounts do not apply to traffic priced at these rates.

This Plan is the intrastate complement to, and is only available in combination with the interstate One Rate Plan contained in FCC. No. 1, Section 22.7.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

# 2.18 Miscellaneous Charges

### 2.18.1 Payphone Surcharge

This surcharge applies to any call initiated from a payphone and billed to a Company customer. The surcharge merely passes on a charge billed to the Company by its underlying carrier(s) or the payphone provider. This surcharge applies to dial around calls and is not applicable to 1+ calls paid by depositing coins.

Surcharge:

\$.30 per call

# 2.18.2 In-State Access Recovery Fee

The In-State Access Recovery Fee will be assessed on all Service provided pursuant to this tariff.

In-State Access Recovery Fee:

\$1.95

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

# 2.19 Promotional Offerings

Interstate and/or intrastate promotional offerings of reduced rates, waiver of rates, or trial services for limited periods of time may be offered to customers, former customers, or prospects solicited through selected marketing channels. The terms of interstate promotions are set forth in the applicable interstate tariffs. To the extent these programs may extend to intrastate services, the terms of these national offerings are incorporated by reference herein. Upon approval by the PSC, promotional offerings of reduced rates or waiver of rates for limited periods of time may be offered.

#### 2.19.1 Postalized Peak Rate Plan

Prospects solicited through selected marketing channels may receive direct dial MTS service at the following rates:

Peak Off-Peak \$.292 per minute \$.204 per minute

Where peak is 7am to 7pm and off-peak is all other times.

Under this promotion, calling card calls will be rated at \$.20 per minute regardless of volume. The calling card surcharge is \$.45 per call.

Volume and Friendship discounts do not apply to traffic priced at these rates.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

# 2.19 Promotional Offerings, (Cont'd.)

#### 2.19.2 Postalized Tier Rate Plan

Residential prospects solicited through selected marketing channels may receive direct dial MTS service at the rates listed below. There are three rate categories. The applicable billing rate is determined by calculating the value of the customer's total dollar amount of interstate and intrastate inbound and outbound traffic utilizing the highest rate of this promotional plan (and the corresponding interstate promotional plan rate). The result of that calculation will determine the volume category and at which rate the customer's intrastate direct dial traffic will be billed. The volume categories and their appropriate rates are:

<u>\$0.01 - \$20.00</u>	<u>\$20.01+</u>	
\$0.260	\$0.229	

Under this promotion, calling card calls will be rated at \$.40 per minute regardless of volume. There is no calling card surcharge.

From 12 am Sunday to 12 am Monday the price for direct dial calls will be \$0.05 per minute. Calling card calls will be \$0.40 per minute during the same time period.

Volume and Friendship discounts do not apply to traffic priced at these rates.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by:

# 2.19 Promotional Offerings, (Cont'd.)

#### 2.19.3 Postalized 24 Hour Rate Plan

Residential prospects solicited through selected marketing channels may receive direct dial MTS service at the rates listed below:

Monthly Fee:

\$4.50\*

Rate per minute:

\$0.234

\* Monthly fee will be waived for new customers for the first 3 months of service.

Under this promotion, calling card calls will be rated at \$.20 per minute regardless of volume. The calling card surcharge is \$.45 per call.

## 2.19.4 Loyalty Plan Promotion

Customers solicited through selected marketing channels will receive an incremental 1% discount on the rates of their intrastate MTS direct dial calls each month they remain a Company customer. The maximum total discount resulting from this plan is 20%, which is reached after 20 consecutive months. This discount is applied in addition to any other applicable discounts.

Once enrolled in the plan the customer's base dial 1 rates would remain at their current level regardless of future MTS direct dial rate changes. When the plan is terminated, a customer's MTS direct dial rates will revert to the dial 1 rates in effect on the date of the discontinuance.

Issued: October 10, 2007 Effective: November 9, 2007

Issued by:

## 2.20 Promotional Offerings, (Cont'd.)

#### 2.19.5 Loyalty Plan Promotion II

Customers solicited through selected marketing channels will receive incremental 1% discount on the rates listed in Section 2 each month they remain a Company customer. The maximum total discount resulting from this plan is 20%, which is reached after 20 consecutive months. Unlike Loyalty Plan Promotion I, Volume and Friendship discounts do not apply to calls rated under this plan.

Once enrolled in the plan the customer's base dial 1 rates would remain at their current level regardless of future direct dial rate changes. When the plan is terminated, a customer's rates will revert to the dial 1 rates in effect on the date of the discontinuance.

Issued: October 10, 2007

Effective: November 9, 2007

Issued by: