

In the Matter of the Application of)
TOTAL ACCESS TELECOM INC. for a)
Certificate of Service Authority to Provide) Case No. _____
Interexchange Telecommunications Services)
Throughout The State of Missouri, and to)
Classify Applicant as Competitive)

COMES NOW TOTAL ACCESS TELECOM INC. ("Applicant"), a Nevada Corporation, by its undersigned counsel, and files this verified application pursuant to 4 CSR 240-2.060, 4 CSR 240-3.510, Sections 392.410 to 392.455,¹ and the Federal Telecommunications Act of 1996, respectfully requesting that the Missouri Public Service Commission ("Commission") issue an order that:

- In support of its request, Applicant states as follows:

¹ Unless otherwise indicated, all statutory references are to the Missouri Revised Statutes (2010), as amended.

1. The legal name and principal office or place of business of the Applicant:

TOTAL ACCESS TELECOM INC.
2850 W. Horizon Ridge Pkwy., Ste. 200
Henderson, NV89052
(877) 654-1536/Phone
(877) 654-1534/Facsimile

2. A copy of Applicant's Certificate of Authority to Transact Business in Missouri is attached hereto as **Exhibit A**.

3. All inquiries, correspondence, communications, pleadings, notices, orders, and decisions relating to the case should be addressed to:

Mark P. Johnson
Lisa A. Gilbreath
SNR Denton US LLP
4520 Main Street, Suite 1100
Kansas City, MO 64111
Telephone: 816.460.2400
mark.johnson@snrdenton.com
lisa.gilbreath@snrdenton.com

And to:

Lance J.M. Steinhart, Esq.
Lance J.M. Steinhart, P.C.
1720 Windward Concourse, Suite 115
Alpharetta, Georgia 30005
(770) 232-9200
(770) 232-9208 (Fax)
lsteinhart@telecomcounsel.com

4. Applicant is a reseller of telecommunications services. Applicant proposes to provide interexchange telecommunications services within Missouri, including 1+ outbound dialing and directory assistance. Applicant respectfully requests authority to provide service to residential customers throughout the State of Missouri.

5. Applicant possesses the technical and managerial expertise, as well as the financial resources, necessary to provide the proposed services. A description of Applicant's senior managerial and industry experience demonstrating Applicant's capabilities is attached hereto at **Exhibit B**.

6. Applicant's proposed interexchange tariff is attached as **Exhibit C**. The proposed tariff contains the rules and regulations applicable to its customers, a description of the services to be offered, and a list of rates associated with such services. The tariff has an effective date which is not fewer than forty-five (45) days after the tariff's issue date. Applicant requests that the Commission approve the attached tariff.

7. Applicant requests classification as a competitive telecommunications company within the State of Missouri, and that its services be classified as competitive. Applicant believes that its proposed services will be subject to sufficient competition to justify a lesser degree of regulation. Granting of this application is in the public interest as it will allow greater price and service options for telephone users.

8. Consistent with the Commission's treatment of other certificated interexchange telecommunications companies, Applicant requests waiver of the following statutes and regulations for Applicant and its interexchange services offerings:

Missouri Statutes:

392.210.2
392.240.1
392.270
392.280
392.290
392.300
392.310
392.320
392.330
392.340

Missouri Public Service Commission Rules:

4 CSR 240-3.550(4) & (5)(A)
4 CSR 240-10.020
4 CSR 240-30.040
4 CSR 240-32.060
4 CSR 240-32.070
4 CSR 240-32.080
4 CSR 240-33.040(1) through (3) & (5) through (10)
4 CSR 240-33.045
4 CSR 240-33.080(1)
4 CSR 240-33.130(1),(4), and (5)

9. The above-referenced rules and statutory provisions have been waived by the Commission for competitive interexchange carriers in prior cases. The rules and statutory provisions for which Applicant seeks waiver or exemption are principally applicable to non-competitive telecommunications carriers. It would be inconsistent with the provisions of Sections 392.361 to 392.520 and with the goal and purpose of Section 392.420 to apply such rules or statutory provisions to a competitive telecommunications carrier such as Applicant.

10. Pursuant to Section 386.570, Applicant will comply with all applicable Commission rules except those which are specifically waived by the Commission pursuant to a request filed by the Applicant. Applicant is willing and intends to comply with all applicable Commission rules and is willing to meet all relevant service standards including, but not limited to, billing, quality of service, and tariff filing and maintenance in a manner consistent with the Commission's requirements for interexchange carriers with whom Applicant seeks authority to compete.

11. Applicant has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Application. No Commission annual reports or assessment fees are overdue.

12. Granting this Application will further the public interest by expanding the availability of competitive telecommunications services in the State of Missouri. In addition, intrastate offering of the services described in this Application is in the public interest because the services will provide Missouri customers with access to new technologies and service choices, and can permit customers to achieve increased efficiencies and cost savings.

13. In particular, the public will benefit directly, through the use of the competitive

services to be offered by Applicant, and indirectly, because the presence of Applicant in this market will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service.

WHEREFORE, Applicant TOTAL ACCESS TELECOM INC. respectfully requests that the Missouri Public Service Commission grant it a certificate of service authority to provide interexchange telecommunications services within the State of Missouri. Applicant also requests classification as a competitive telecommunications company and that its services be classified as competitive. Applicant requests a waiver of the above-referenced rules and statutory provisions. Finally, Applicant requests that the Commission approve its initial tariff.

Respectfully submitted,

/Lisa A. Gilbreath/

Mark P. Johnson MBN 30740

Lisa A. Gilbreath MBN 62271

SNR Denton US LLP

4520 Main, Suite 1100

Kansas City, Missouri 64111

(816) 460-2400

(Fax) 816/531-7545

mark.johnson@snrdenton.com

lisa.gilbreath@snrdenton.com

Attorneys for Applicant

TOTAL ACCESS TELECOM INC.

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of November, 2011 copies of the foregoing have been mailed, transmitted by facsimile, or emailed to:

Office of the Public Counsel
Governor Office Building
P.O. Box 2230
200 Madison, Suite 650
Jefferson City MO 65102

/s/ Lisa A. Gilbreath
Lisa A. Gilbreath

State of NV)
)
County of Clark)
)

VERIFICATION

I, Peter Lagergren, being duly sworn, declare that I am the President of TOTAL ACCESS TELECOM INC., the Applicant. I verify that, based upon information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.

X Peter A. Lagergren
Peter Lagergren
President

X Sworn to before me, the undersigned Notary Public on this
28 day of September, 2011.

Alicia G. Tredler
Notary Public
ALICIA G. Tredler
Print or Type Name

My commission expires:



ALICIA G. TREDER
Notary Public, State of Michigan
County of Wayne
My Commission Expires Apr. 06, 2013
Acting in the County of _____

Exhibit A

Missouri Secretary of State Authorization

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF AUTHORITY

WHEREAS,

*TOTAL ACCESS TELECOM INC.
F01170697*

using in Missouri the name

TOTAL ACCESS TELECOM INC.

has complied with the General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of Nevada.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law of Missouri.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
16th day of September, 2011.


Secretary of State



Exhibit B

Executive Officers' Qualifications and Experience

Peter A. Lagergren
39 Waterglen Cir
Sacramento, CA 95826
(919)379-0360

PROFESSIONAL EXPERIENCE

08/2010-Present TOTAL ACCESS TELECOM INC., a long distance reseller for residential customers, President, coordinating startup activities.

01/06 – Present Network Service Billing, Inc., a long distance reseller for business customers
President, coordinating startup activities

07/05 – 01/06 Communications Network Billing, Inc., a long distance reseller.
As Operations Manager, coordinated:

- Telemarketing
- Verifications
- Billing
- Data Processing

05/02 – 07/05 On Command Corp., Field Service Representative
Management of Pay-Per-View Satellite systems for Hotel Industry in Sacramento
Complete system installs; hardware and software upgrades; troubleshooting
Hardware and software issues relating to Windows XP, SQL, and other proprietary software; Training Hotel personnel;

04/01 – 05/02 Department of Toxic Substance Control, Sacramento, CA
Helpdesk support for all DTSC personnel

Managed LAN connectivity, Internet connectivity; troubleshooting hardware and software issues, printing problems, system and registry conflicts and virus issues; IPX to IP conversion; perform hardware and software upgrades; computer imaging; switch configuration; server configuration; travel to regional offices to implement network upgrades and conversions for Novell/Windows Network; develop and write procedures outlining how to fix known problems and how to complete Network upgrades and conversions; assist Network Administrators in the support, development, installation and implementation of information technology systems.

EDUCATION:

Sacramento City College

MTI College of Business and Technology, Sacramento, CA
Diploma in Microcomputer Operations, A+ Certification (September 20, 2000)
Trained in Word, WordPerfect, Excel, PowerPoint, and Access.
Certified Cisco Networking Associate (July 13, 2001)
A.A.S Degree (June 21, 2002)

SKILLS:

Experienced in hardware upgrading and troubleshooting including disk drives, RAID arrays, expansion cards, NIC and memory. Experienced in software applications and operating systems: MSDOS, Win95, Win98, NT, Win2000, WinXP, Mac OS 9 and OS X, Novell NOS 4 thru 5, ZENWorks, and Cisco IOS 12.0. Experience with Network Protocols: TCP/IP, IPX, RIP, IGRP, HDLC, and PPP. Experienced with Internet and Network connectivity, VNC Remote Connectivity, VPN clients, Router and Switch configuration, and Symantec Ghost 7.0. Experienced with building Satellite TV head ends and maintaining Master Antenna TV distribution systems for major hotel chains: Hyatt, Hilton, Marriott, Holiday Inn, and Best Western. 20 years experience in customer service

Exhibit C

Tariff

TITLE SHEET

**MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
TOTAL ACCESS TELECOM INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by TOTAL ACCESS TELECOM INC. ("Total Access"), with principal offices at 2850 W. Horizon Ridge Pkwy., Ste. 200, Henderson, NV89052, toll free telephone number (877) 654-1536. This tariff applies for services furnished within the State of Missouri for business and residential service. 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.

TOTAL ACCESS TELECOM INC., operates as a competitive telecommunications company as defined by Case No. TO-88-142 within the State of Missouri.

All services will be provided in accordance with Commission rules and regulations.

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January 1, 2012**

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WAIVER OF RULES AND REGULATIONS

Statutes:

392.210.2
392.240.1
392.270
392.280
392.290
392.300
392.310
392.320
392.330
392.340

Rules:

4 CSR 240-3.550(4) & (5)(A)
4 CSR 240-10.020
4 CSR 240-30.040
4 CSR 240-32.060
4 CSR 240-32.070
4 CSR 240-32.080
4 CSR 240-33.040(1) through (3) & (5) through (10)
4 CSR 240-33.045
4 CSR 240-33.080(1)
4 CSR 240-33.130(1),(4), and (5)

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TOTAL ACCESS TELECOM INC.

**P.S.C. MO. TARIFF NO. 1
ORIGINAL SHEET 3**

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Henderson, NV 89052**

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Henderson, NV 89052

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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13.

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

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

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SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Missouri Public Service Commission.

Company or Total Access - Used throughout this tariff to mean TOTAL ACCESS TELECOM INC., a Nevada Corporation.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/ or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

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Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Missouri.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

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

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Missouri. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

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2.2 Use of Services

- 2.2.1 Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Services are available for use 24 hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Services may be denied for nonpayment of undisputed charges or for other violations of this tariff, as set forth in Section 2.5.1 of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or

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creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved Harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others. This provision shall not exempt the Company from liability for the gross negligence, recklessness or intentional acts or omissions of Company, its agents and employees.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/ or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/ or system is properly interfaced with facilities or services, that the signals emitted into network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.

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- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon ten (10) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
 - 2.5.1.A Nonpayment of a delinquent charge except for basic local exchange service;
 - 2.5.1.B Failure to post a required deposit or guarantee;
 - 2.5.1.C Unauthorized use of telecommunications company equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
 - 2.5.1.D Failure to comply with terms of a settlement agreement;
 - 2.5.1.E Refusal after reasonable notice to permit inspection, maintenance or replacement of telecommunications company equipment;
 - 2.5.1.F Material misrepresentation of identity in obtaining telecommunications company service; or
 - 2.5.1.G As provided by state or federal law.

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to advise the Customer of the proposed discontinuance.

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- 2.5.2 Without incurring liability, the Company may interrupt the provision of services upon reasonable notice in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Traffic to certain NXX exchanges, or calls using certain Customer authorization codes, may be blocked when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written or oral notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowance

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.

Please also see Section 3.2 of this tariff

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

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2.9 Advance Payments

The Company does not require advance payments.

2.10 Payment and Billing

2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. A late fee of 1.5% per month will be assessed upon any unpaid amount commencing 30 days after rendition of bills.

2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.11 Taxes

All federal, state and local taxes, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein. All charges other than taxes and franchise fees shall be submitted to the Commission for prior approval.

2.12 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.13 Reconnection Charge

A reconnection fee will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

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Henderson, NV 89052**

SECTION 3 - DESCRIPTION OF SERVICE**3.1 Computation of Charges**

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based Upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.
- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

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3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing, in person, or by telephone to the Company at:

2850 W. Horizon Ridge Pkwy., Ste. 200
Henderson, NV89052
(877) 654-1536

Any objection to billed charges should be reported promptly to the Company. A dispute must be registered with the Company prior to the delinquent date of the charge, and the Customer must provide the disputed call details and the basis for any requested adjustment. Adjustments to Customers' bills shall be made to the extent that records are available and/ or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled. If the Company cannot resolve Customer's complaint, Customer may call the Missouri Public Service Commission, at 1-800-392-4211 to file an informal complaint.

If Customer complaint cannot be resolved informally, Customer may file a formal complaint in writing to:

Missouri Public Service Commission
200 Madison Street
Jefferson City, Mo65102

Customer may also contact the Missouri Office of Public Counsel, representing the public before the Public Service Commission, at 1-573-751-4857 or in writing to:

Missouri Office of Public Counsel
200 Madison Street, 6th floor
Jefferson City, Missouri65102

If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

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3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Service Offerings

3.4.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits" followed by "1+ ten digits".

3.4.2 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published. The company will not provide, nor bill, for operator services.

3.4.3 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.4.4 Promotional Offerings

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

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SECTION 4 – RATES

4.1 1+ Dialing

Option 1

\$0.05 per minute (Continental US)

A \$6.99 per month per number service charge applies.
Billed in one minute increments

Option 2

\$14.95 per month per line, unlimited long distance (Continental US)

4.2 Directory Assistance

\$1.25

4.3 Returned Check Charge

\$25.00

4.4 Reconnection Charge

\$25.00

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