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October 14, 2002

*RECEIVED*³

OCT 15 2002

Via Overnight Mail

Chief Clerk
Missouri Public Service Commission
200 Madison Street, Suite 100
Jefferson City, MO 65102

*Records
Public Service Commission*

RE: Revised tariff for Intellicall Operator Services, Inc., d/b/a ILD

Dear Sir or Madam:

Enclosed please find an original and five (5) copies of the revised tariff for Intellicall Operator Services, Inc. Also enclosed is a copy of the registration of their fictitious name, ILD.

This tariff offering adds several new rate plans. The pages have been revised as follows:

- 1) Company address change, footer all pages;
- 2) Added d/b/a to company name, footers all pages;
- 3) Company address change, Title Sheet, 1st Revised Title Sheet;
- 4) Check Sheet, 2nd Revised Sheet 1;
- 5) Added d/b/a to company description, 1st Revised Sheet 5;
- 6) Added new technical terms, Original Sheet 5.1;
- 7) Added new technical terms, Original Sheet 5.2;
- 8) Added new technical terms, Original Sheet 5.3;
- 9) Added new Rules and Regulations, Original Sheet 11.1;
- 10) Text moved and service offering description changed, Sections C.3.7 & C.3.8, 1st Revised Sheet 15;
- 11) Text moved and calculation of distance added, Section C.4 and C.4.1, Original Sheet 15.1;
- 12) Added new product descriptions, Rates and Charges, Sections D.2.2.1 & D.2.2.2; Original Sheet 17.1;
- 13) Added new product descriptions, Rates and Charges, Sections, 2.1.3 - 2.1.5, Original Sheet 17.2;
- 14) Added non subscriber surcharge, Section D.2.3, 1st Revised Sheet 18;
- 15) Added non subscriber surcharge, Section D.2.4, 1st Revised Sheet 19;
- 16) Reduced per call surcharge, Section D.4.1.1 & D.4.1.2, 1st Revised Sheet 20;

- 17) Increased Usage Rate per minute charge, Section D.4.1.3, 1st Revised Sheet 20;
- 18) Added new 800FAIRCALL plan, Section D.7.1, 1st Revised Sheet 21;
- 19) Added new 800YOU SAVE plan, Section D.7.2, 1st Revised Sheet 21;
- 20) Added new Intrastate/Intralata Per Call Charges, 1st Revised Sheet 22;
- 21) Added new Interstate/Interlata Per Call Charges, Original Sheet 23;
- 22) Added new ILD Travel Card & 800ROLLCALL products, Original Sheet 24;
- 23) Added new Prepaid Services products, Original Sheet 25;
- 24) Added new Retail Plans, Original Sheet 26;
- 25) Added new CallnCarry Plus Vending Plan, Original Sheet 27;
- 26) Added new Payphone Surcharge and Purchase Discounts, Original Sheet 28.

Please return the additional copy of this revision in the enclosed envelope as evidence of the filing.

Thank you for your assistance.

Sincerely,



Becky Heggelund

/bh

TELECOMMUNICATIONS SERVICES TARIFF

TITLE SHEET

INTELLICALL OPERATOR SERVICES, INC.

SCHEDULE OF RATES, CHARGES AND REGULATIONS

APPLYING TO POINT-TO-POINT COMMUNICATIONS SERVICES

WITHIN THE STATE OF MISSOURI

By Order of the Missouri Public Service Commission effective June 29, 1992, in Case No. TA-92-210, INTELLICALL OPERATOR SERVICES, INC., d/b/a ILD was granted authority to operate as a competitive telecommunications company. In accordance with said order, the following statutory and regulatory requirements have been waived:

(T)

Statutes

392.240(1)	- ratemaking
392.270	- valuation of property (ratemaking)
392.280	- depreciation accounts
392.290	- issuance of securities
392.310	- stock and debt issuance
392.320	- stock dividend payment
392.330	- issuance of securities, debt and notes
392.340	- reorganization(s)

Commission Rules

4 CSR 240-10.020	- depreciation fund income
4 CSR 240-30.010(2)(C)	- rate schedules
4 CSR 240-30.060(5)(B) through (0)	- records re: ratemaking
4 CSR 240-32.030 (1) (B)	- exchange boundary maps
4 CSR 240-32.030 (1) (C)	- record keeping
4 CSR 240-32.030 (2)	- in-state record keeping
4 CSR 240-32.050 (3)	- local office record keeping
4 CSR 240-32.050 (4)	- telephone directories
4 CSR 240-32.050 (5)	- call intercept
4 CSR 240-32.050 (6)	- telephone number changes
4 CSR 240-32.070 (4)	- public coin telephone
4 CSR 240-33.030	- minimum charges rule

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TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

Sheets 1 to 26, inclusive of this tariff are effective as of the date shown. Original and revised sheets, as named below, contain all changes from the original tariff that are in effect on the date thereon, except as otherwise noted

<u>Sheet No.</u>	<u>Revision #</u>	<u>Sheet No.</u>	<u>Revision #</u>
1	1 st Revised*	27	Original*
2	2 nd Revised*	28	Original*
3	1 st Revised*		
4	1 st Revised*		
5	1 st Revised*		
5.1	Original*		
5.2	Original*		
5.3	Original*		
6	1 st Revised*		
7	1 st Revised*		
8	1 st Revised*		
9	1 st Revised*		
10	1 st Revised*		
11	1 st Revised*		
11.1	Original*		
12	1 st Revised*		
13	1 st Revised*		
14	2 nd Revised*		
15	1 st Revised*		
15.1	1 st Revised*		
16	2 nd Revised*		
17	2 nd Revised*		
17.1	Original*		
17.2	Original*		
18	1 st Revised*		
19	1 st Revised*		
20	1 st Revised*		
21	1 st Revised*		
22	1 st Revised*		
23	Original*		
24	Original*		
25	Original*		
26	Original*		

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INTELLICALL OPERATOR SERVICES, INC.
d/b/a ILD

MISSOURI P.S.C. NO. 1
1st Revised Sheet No. 2
Cancels Original Sheet No. 2

TELECOMMUNICATIONS SERVICES TARIFF

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MISSOURI P.S.C. NO. 1
1st Revised Sheet No. 3
Cancels Original Sheet No. 3

TELECOMMUNICATIONS SERVICES TARIFF

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify increase.
- (M) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but no change in rate, rule or condition.

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TELECOMMUNICATIONS SERVICES TARIFF

APPLICATION OF TARIFF

This tariff contains the rules, descriptions, regulations and rates applicable to the furnishing of intrastate long distance operator services by Intellicall Operator Services, Inc. (Hereinafter referred to as "ILD" or "the Company") (T) within the state of Missouri.

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

(N)

Account Code

A numerical sequence of numbers representing an account established by Customers by purchasing Prepaid Service Cards from the Company or its agents/distributors and used by Customers for identification when accessing the network.

Affinity Group

Any person, firm, partnership, corporation or other entity that provides telecommunications services in its name and contracts with the Company to provide such services in accordance with the provisions of this tariff.

Affinity Travel Card

A plastic or paper card issued by the Company to Card Holders that indicates the Card Holder's name and Account Code and provides instructions for use of the Company's Affinity Telecommunications Services.

Affinity Telecommunications Services

Long distance voice communications services available to Subscribers who have an active account with the Company or its Affinity Group customers and whose accounts are not delinquent.

Base Rate

The postalized per minute rate used to establish a Prepaid Long Distance Card's Face value and the rate at which usage will be decremented.

Call'nCarry

The trade name used on the Company's prepaid long distance cards merchandized through Vending machines.

Card Holder

Any person, firm, corporation or other entity that uses the Company's Service through the use of an Affinity Travel Card or a Prepaid Long Distance Card issued by the Company, a Card issuer and/or Affinity Group and is responsible for payment for the use of the Services.

(N)

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Card Issuer

(N)

Any person, firm, partnership, corporation or other entity that issues and distributes Prepaid Long Distance Cards in its own name and contracts with the Company to provide Prepaid Long Distance Services in accordance with the provisions of this tariff.

Face Value

The initial balance of a Prepaid Long Distance card, expressed in dollars or minutes.

Prepaid Telecommunications Services

Direct dialed voice telecommunications services prepaid by Customers in advance of use. Sold by the Company or its agents at various locations throughout the United States in specific dollar increments that are indicated on the face of a prepaid service card containing an account code.

Prepaid Service Card

A plastic or paper card issued by the Company that indicates the original account value, the account code, and instructions for use of the Company's services.

Prepaid Service Platform

An intelligent network switch that stores active account codes, controls network access, Manages account balances based on usage, bridges calling and called stations and Creates

800YOUSAVE & 800FAIRCALL

Operator services available to consumers via toll-free access numbers. 800YOUSAVE is a Registered trademark of Coral Telephone, Inc. and 800FAIRCALL is a registered service Mark of Faircall, Inc.

800ROLLCALL

An on demand conference call service offered by the Company and a registered service mark of the Company.

Conference Originator

The initiator of an on-demand conference session.

(N)

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Conference Bridge

(N)

A feature of a telecommunications switch that permits multiple parties to be interconnected for Voice communications.

Conference Session

A telephonic meeting initiated by a conference

Postpaid Travel Card Services

Long distance services available to customers through use of toll free access codes and Personal Identification Numbers (PINs) issued by the Company for identification and billing. Travel cards

Prepaid Long Distance Services

The Company's Prepaid Long Distance Services are provided to Card holders who have purchased or otherwise received a Prepaid Service Card from the Company, its agents and distributors or from Card Issuers. Card Holders are entitled to use the Company's service up to the face value of the card or any such additional amounts that may be added by Account Renewal.

Affinity Long Distance Services

The Company's Affinity Long Distance Services are available to residential and business Subscribers who have received an account number from the Company pursuant to an application for Affinity Long Distance Services approved by the Company.

(N)

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION A - DEFINITIONS

Called Station

The terminating point of a call (i.e. the called number).

Calling Card Call

A billing arrangement whereby a customer may charge a call to a valid calling card issued by a local exchange company with whom the Company has billing and collection arrangement either directly or indirectly through Integretel, Inc.

Calling Station

The originating point of a call (i.e. the calling number).

Collect Call

A billing arrangement by which the charge for a call may be charged to the called station, provided the called station accepts responsibility for such charge when asked by the Company Operator.

Credit Card Call

A billing arrangement whereby a customer may charge a call to a valid commercial credit card. American Express, VISA and MasterCard are examples of cards accepted by the Company.

Customer

Any person, firm partnership, corporation, or other end user furnished telecommunication services under the provisions and regulations of this tariff.

Dial Calling Card Station to Station

A service whereby the customer dials zero, then the called station number and their calling card number; and where the call is completed without the assistance of a Company Operator.

Incomplete Call

Any call where voice or data transmission between the calling and called station is not established (i.e. busy, no answer, etc.).

Integretel

A corporation which has established billing and collection agreements with various Bell Operating Companies and independent telephone companies. Integretel's service is available to the Company for billing and collection.

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Operator Station-to-Station

A service other than person-to-person whereby the assistance of a Company operator is required to complete a call originated by the customer.

Pay Telephone

A pay station instrument equipped with a device that allows a charge to be made for each call. Operator assisted long distance service is offered by IOS through providers of customer-owned pay telephones.

Person-to-Person Call

A service whereby the Customer originating the call specifies to the Company operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Service Charge

A fee in addition to the underlying long distance charge for using the Company's operator services.

Serving Wire Center

A specified geographic point from which the Vertical (V) and Horizontal (H) coordinates are used to calculate airline mileage for the purposes of rating a call.

Subscriber

The person, firm, partnership, corporation, or other entity who owns, leases, or manages the pay telephone, PBX, or other switch vehicle from which a Customer places a call utilizing the services of the Company. Subscriber has a pre-existing business arrangement with the Company.

Third Party Billed Call

A billing arrangement by which the charges for a call are billed to a number that is different from the calling number and the called number; provided that the third party accepts responsibility for such charge when asked by the company operator.

TELECOMMUNICATIONS SERVICES TARIFF

SECTION B - RULES AND REGULATIONS

B.1 Undertaking of the Company

The Company offers intrastate and interstate operator services originating at specified points within the State of Missouri to customers who use a pay telephone, PBX or similar switch vehicle provided by subscribers to the Company's service. Such services are available to customers from subscriber locations through the Company's Dallas switching/operator center and via resold transmission facilities procured from interexchange carriers (IXC's) and in accordance with the provisions of this tariff. IOS installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this tariff. IOS may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Subscriber, to allow connection of a Subscriber's location to the IOS network. The Subscriber shall be responsible for all charges due for such service arrangement.

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

B.2. Limitations

B.2.1 Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this tariff.

B.2.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the customer or subscriber is using the service in violation of the provisions of this tariff or in violation of the law.

B.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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TELECOMMUNICATIONS SERVICES TARIFF

- B.2.4 Intrastate Directory Assistance Service is not included in the Company's service offering.
- B.2.5 The Company reserves the right to refuse service to customers due to insufficient or invalid billing information and/or refusal of a third or called party to accept billing.
- B.2.6 All services and resold facilities provided under this tariff are directly or indirectly controlled by IOS and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- B.2.7 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- B.3 Use
- B.3.1 Services provided under this tariff may be used only for the transmission of communications by customers from subscriber locations in a manner consistent with the terms of this tariff.
- B.4 Liability
- B.4.1 The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer, Subscriber or any other, for damages associated in any way with the installation, provision, termination, maintenance, repair, restoration or use of services governed by this tariff, including any and all equipment and facilities incidental to or associated with such services, the Company's liability, if any, shall not exceed an amount equal to the charge applicable under this tariff to the period during which services were affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under other provisions of this tariff, if any, as a credit allowance.

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- B.4.2 The Company is not liable for any damages caused in whole or in part by, or associated with, any service (including but not limited to channels, maintenance, repair or restoration) or equipment which it did not furnish.
- B.4.3 In the event the Company is subjected to any liability or damages for its acts or omissions, other than willful misconduct, notwithstanding the provisions of the two preceding sections, the Company shall be indemnified, defended, and held harmless by the Subscriber and Customer against all claims, losses, or damages arising in whole or in part from, or in any way associated with, the installation, provision, termination, maintenance, repair, restoration or use of services governed by this tariff, including any and all equipment and facilities incidental to or associated with such services.
- B.4.4 The Company's failure to provide, maintain or restore service under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God, and other circumstances beyond the Company's reasonable control, subject to the Credit Allowances in this tariff, if any, applicable to interruptions in service.
- B.4.5 In the event any provision of this tariff, either in whole or in part, is deemed unreasonable, declared invalid, or for any reason found or held to be inapplicable, either as a general matter or in the circumstances, the terms of the contract between the Company and the Subscriber shall control.
- B.5 Terminal Equipment

Carrier's facilities and service may be used with or terminated in subscriber provided terminal equipment or subscriber provided communications systems, such as a PBX or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the subscriber, except as otherwise provided. The subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power and the like, incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall

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comply with the generally accepted minimum protective criteria standards of the telecommunication industry as endorsed by the Federal Communications Commission.

B.6 Installation and Termination

Service or facilities may be terminated by the subscriber at any time, subject to payment of full charges accumulated for the prior service rendered. For cause, the Subscriber may cancel service by giving notice to the Carrier not less than thirty (30) days prior to the date a cancellation is requested. If the Subscriber orders service which requires special construction or special facilities dedicated to the Subscriber's use, the cost for which carrier is liable, and then the Subscriber cancels before service begins, a charge will be made to the Subscriber for the nonrecoverable portions of the expenditures or liabilities incurred expressly on behalf of the Subscriber by the Carrier. The initial contract period for service and facilities is thirty (30) days. In the event of the non-payment of any sum due, the use of foul or profane expressions, the impersonation of another with fraudulent intent, or of any other violation of the Communications Act of 1934, as amended, or of the rules and regulations of the Federal Communications Commission, ACT may either temporarily deny service or terminate the contract.

B.7 Payment for Service and Credit Allowance

- B.7.1 All charges due by the customer are payable to any agency duly authorized to receive such payments. The billing agency may be a Local Exchange Company with whom the Company has Billing and Collection Agreements; or Integretel (a billing service company) through Local Exchange Companies with whom Integretel has Billing and Collection Agreements; or a credit card company. Due dates and methods of payment are those specified by the billing agency.

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B. 7.1.1 Prepaid Services - General

(N)

Payment for prepaid services provided under this tariff is on an advanced payment basis. Customers who purchase Prepaid Service Cards are entitled to use such services up to the face amount printed on the card. Prepaid Service Cards may be purchased from the company or its agents/distributors at various locations throughout the United States and in foreign countries in various denominations (typically \$10, \$20 and \$50). Account Codes automatically expire six months from first use or from the last recharge. Unexpired account balances may also be combined with the balance of any other unexpired account code issued by the Company.

The Company is not responsible for lost or stolen Prepaid Service Cards and makes no refunds for unused balances.

B.7.1.2 Affinity Long Distance & ILD Travel Services: 800ROLLCALL

Affinity Long Distance Subscribers are responsible for payment of charges for long distance services billed to their account. All charges due by the Subscriber are payable when presented and become past due no less than thirty (30) days after postmarked. Charges may be paid to a credit card company if the Company has approved the the Subscriber's request for credit billing. The terms and conditions for billing, payment and collection, including without limitation, any late payment, returned check or service restoration charges, is specified by the Company (if billed direct) or by the credit card company who issues the bill.

B.7.1.3 Prepaid Long Distance and Affinity Services

7.1.3.1 General

The Company's domestic Prepaid and Affinity Long Distance Services are offered at Fixed per minute rates regardless of distance between originating and terminating points at all hours of the day or week. The fixed rate applicable to each call is determined by the Card Holder's account code that references the particular Rate Plan(s) (established pursuant to Sections 4.2. and 4.5) and other unique program features applicable to all calls placed using that Account Code.

7.1.3.2 Distribution

The Company markets its services to distributors and Card Issuers who in turn merchandise the Company's Prepaid and Affinity Long Distance Services to the public and affinity groups through their own distribution channels in different denominations (if Prepaid), volumes, card materials and packaging schemes. These entities may select a rate plan that enables them to recover marketing and distribution costs and that are attractive to prospective Card Holders.

7.1.3.3 Maximum Outstanding Account Balance for Affinity Service

Affinity Service Subscribers may not incur weekly charges exceeding \$200.00 without prior written approval of the Company. A Subscriber's Account Code may be temporarily suspended pursuant to Section _____ of this Tariff in the event the maximum limit is exceeded during any monthly billing period without prior approval.

(N)

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B.7.2 Customers may receive credit adjustments up to an allowable amount for contested charges by contracting the billing agency whose number is shown on the customer's bill. Adjustments exceeding these allowances, if any, will be authorized after investigation by IOS, the billing and collection company and/or the Missouri Public Utilities Commission. Credit card companies will credit the contested amount(s) and notify the Company for investigation and rebilling if appropriate.

B.7.3 The following call types are at no charge to the customer:

Incomplete Calls
Emergency Calls

B.8 Deposits

The Company does not require a deposit from subscribers or customers.

B.9 Advanced Payment

The Company does not require advance payments from subscribers or customers.

B.10 Posting Requirements

The contract of IOS or its agents with the subscriber will contain provisions requiring the subscriber to post on or in close proximity to all telephones served by IOS the following information:

- 1) The name and address of Intellicall Operator Services, Inc.
- 2) A toll free "1-800" customer service number for receipt of further service and billing information. IOS' number is 1-800-366-2884.
- 3) Dialing directions to the IOS operator for specific rate information, emergency numbers, local operator, local calls and other carriers.

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SECTION C - DESCRIPTION OF SERVICE OFFERED

C.1 Service Offerings

Operator services for intrastate and interstate calls are offered customers from subscriber locations in the state of Missouri. Such services are available for use 24 hours per day.

- (a) The Carrier endeavors to provide high quality service. All network access is monitored and engineered to provide a P.01 grade of service (99% call completion ratio.) Service, including operator assistance, is available 24 hours per day, 7 days a week, subject to routine maintenance and outages beyond the control of the Carrier. Carrier's switching equipment is designed and engineered to provide high quality transmission of voice and data with a minimum level of such as noise and echo. However, overall quality may vary somewhat due to the variability in quality of the connections provided by the local telephone companies and other interexchange carriers which is beyond the Company's control.
- (b) Carrier will not bill for incomplete calls where answer supervision is available. Where answer supervision is not available, call billing will not begin until 1 (one) minute from the intervention of the operator or automated equipment. Carrier will not bill for incomplete calls and will remove any charge(s) for incomplete calls upon subscriber notification or Carrier's knowledge.
- (c) The Caller and billed party, if different from the caller, will be advised that Carrier is the Operator Service Provider at the time of the initial contact.
- (d) Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- (e) Only tariffed rates approved by this Commission for carrier shall appear on any local exchange company (LEC) billings.

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SECTION C - DESCRIPTION OF SERVICE OFFERED (Cont'd)

- (f) Carrier shall be listed on the LEC billing if the LEC has multicarrier billing ability.
- (g) Carrier will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards.
- (h) Carrier will route all 0- and 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
- (i) Upon request, Carrier will transfer calls to other authorized interexchange carriers or to the LEC, if billing can list the caller's actual originating point.

C.1.1 Affinity Long Distance Services are available to Subscribers with a valid Account Code issued by the company and whose account is current. Available services include travel card long distance services, 1+ residential and business direct dial long distance services, and 800 inward dialing longdistance services. All Affinity Long Distance Services are provided through the Company's Service platform and/or resold interexchange carrier. Inward 800 services are offered only in conjunction with 1+ residential or business long distance services.

C.2 Billing Methods

Customers may select any one of the following billing methods:

- A. Bill to a valid calling card.
- B. Bill to a valid major credit card.
- C. Bill to called number (collect), provided however that the called party accepts such charges when asked by a Company operator.
- D. Bill to third number, provided however that the third party accepts such charges when asked by a Company Operator.

C.3 Timing of Calls

- C.3.1 On Calling Card calls (dialed or Operator Assisted) and Credit Card calls, chargeable time begins when connection is established between the calling and called stations.
- C.3.2 On collect calls, chargeable time begins when the called station accepts the charges.
- C.3.3 On person-to-person calls, chargeable time begins when the called person is connected with the calling party.

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- C.3.4 On third party billed calls, chargeable time begins after the third party accepts the charges and the calling station is connected to the called station.
- C.3.5 Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the calling station does not hang up, chargeable time ends when the network connection is released by automatic timing equipment in the network.
- C.3.6 For billing purposes, chargeable time is based on the actual connection duration as defined above, rounded to the next full minute, i.e. a call duration of one minute and ten seconds will be billed two minutes, the initial minute plus one additional minute.

C.3.7 Prepaid Services and Affinity Long Distance Services

(M) (N)

- 3.7.1 Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the calling station does not hang up, chargeable time ends when the network connection is released by automatic timing equipment in the network.
- 3.7.2 For billing purposes, chargeable time for Prepaid Long Distance and Affinity Travel Card Services is based on the actual connection duration as defined above, rounded to the next full minute, i.e. a call duration of one minute and ten seconds will be decremented at two full minutes, the initial minute plus one additional minute.
- 3.7.3 For billing purposes, chargeable time for Affinity 1+ and 800 inward dialing is based on the actual connection duration as defined above, in increments of six (6) seconds.

3.8 Operator Services & Travel Card Services

- 3.8.1 On calling Card calls (dialed or Operator Assisted) and Credit Card Calls, chargeable time begins when connection is established between the calling and called stations.
- 3.8.2 On collect calls, chargeable time begins when the called station accepts the charges.
- 3.8.3 On person-to-person calls, chargeable time begins when the called person is connected with the calling party.

(M) (N)

*The text originally contained herein was moved to Original Page 15.1

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C.4 Calculation of Distance

The rates set forth following are mileage sensitive and based on the airline distance between rate centers associated with the originating and terminating points of the call.

The mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers and 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 their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA:

$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

The text contained herein was moved from 1st Revised Sheet 15.

C.4.1 Calculation of Distance – Prepaid Long Distance Services and Affinity Services

The Company's domestic Prepaid and Affinity Long Distance Services are offered at fixed per minute rates independent of distance between originating and terminating points at all hours of the day or week.

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SECTION D - RATES AND CHARGES

D.1 General

The rates and charges set forth following are applicable to calls placed from subscriber locations and originating and terminating within the state of Missouri. Where applicable, the airline mileage between rate centers associated with the originating and terminating points is used to determine the applicable per minute rate step to be applied to each 0+ call carried by the Company. Calls are measured and billed in one minute increments; fractional minutes of use are rounded up to the next full minute, unless otherwise specified.

D.2 Operator Services

D.2.1 Operator Services will be offered to the Company subscribers served from equal access offices. Charges for Operator Services may be billed to a customer's commercial credit card account or local exchange company (LEC) calling card account, or to the calling station, called station or a designated third party station. Charges may not be billed to public payphones or customer-provided stations. The rates and services charges in Section D apply to 0+, 0- and "00" calls, including calls dialed using a 10XXX or other access number, routed to a Company operator or to an automated operator or calling card interface from the premises of 1) residential and business subscribers; or 2) local exchange carrier customers not presubscribed to the Carrier. Operator Service rates will apply to the following types of calls:

- a. Customer Dialed Calling Card Station - Calls completed without the assistance of a Company operator when the charges are billed to the LEC calling card account entered by the calling party.
- b. Operator Station - Calls completed with the assistance of a company operator on a station-to-station basis. Charges may be billed to the customer's commercial credit card or LEC calling card account, or to the calling station, called station or a designated third party station.
- c. Person-to-Person - Calls completed with the assistance of a company operator to a particular person, station, department or PBX extension specified by the calling party. Charges may be billed to the customer's commercial credit card or LEC calling card account, or to the calling station, called station or a designated third party station.

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SECTION D - RATES AND CHARGES (Cont'd)

D.2.2 Regulations

- a. The Company will not bill for incomplete calls and will remove any charge(s) for incomplete calls upon (i) subscriber notification or (ii) the Company's knowledge.
- b. The caller and billed party, if different from the caller, will be advised of the name of the operator service provider at the time of the initial contact.
- c. Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- d. Only tariffed rates approved by the Commission for the Company shall appear on any local exchange company (LEC) billings.
- e. The Company shall be listed on the LEC billing if the LEC has multicarrier billing ability.
- f. The Company will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards.
- g. The Company will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
- h. Upon request, the Company will transfer calls to other authorized interexchange carriers or to the LEC, if billing can list the caller's actual origination point.

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D.2.2.1 Prepaid Long Distance Services

(N)

Prepaid Telecommunications Services are available to Customers with a valid Account Code issued by the Company with an account balance equal to or greater than the charge for a one minute call as dialed. All services are provided through the Company's Prepaid Service Platform and interexchange carrier transmission facilities.

Customers access the Platform via a toll free carrier access code dialed from any dual tone multifrequency signaling telephone located within the State of Alabama.

Upon access, Customers are prompted to enter their Account Code and, if valid, are advised of the account balance associated with that code. Customers are then advised as to the time available at the rate for the call as dialed.

The Platform decrements the Customer's account balance in real time at the rate applicable to the call in progress. Customers are alerted when two and one minutes remain.

The Company's Prepaid Telecommunications Services are available twenty-four hours a day, seven days a week.

D.2.1.2 Service Offerings – Affinity Long Distance

Affinity Long Distance Services are available to Subscribers with a valid Account Code issued by the Company and whose account is current. Available services include:

- *travel card long distance services
- *1+ residential and business direct dial long distance services
- *800 inward dialing long distance services

All Affinity Long Distance Services are provided through the Company's Service Platform and/or resold interexchange carriers Inward 800 services are offered only in conjunction with 1+ residential or business long distance services.

(N)

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D2.1.3 800 Operator Services

(N)

800 Operator Service offer the full range of operator services for billing options to the caller's local exchange carrier's account or that of the called party (collect) or to a third party (3rd party billing). Access however is via unique 800 access codes and calls may be placed from any touchtone telephone.

Calls will be billed at the established per minute rates in this tariff plus the appropriate service charges. Billing is in one-minute increments, and the Company will not bill for uncompleted calls. Charges will appear on the callers' monthly phone bills issued by their local exchange provider.

Callers are typically alerted to the availability and rates of these services by advertising "sticker" placed on their payphones by payphone owners who it turn receive a commission for such advertising.

D.2.1.4 Travel Card Services

Travel card services are available to those entities who have entered into a contract with the Company to obtain such services for their employees at attractive rates based on projected and actual traffic volumes achieved on an annual basis. Employees shall be issued individual cards with unique PINs for identification when obtaining the services.

Each subscribing entity will be billed monthly by the Company for services charged to their accounts on a call-by-call basis according to the rates in this tariff and the volume discount earned. Billing is in one-minute increments, and the Company will not bill for uncompleted calls. Access to the Company operator is obtained by dialing a unique toll free access number followed by PIN entry.

D.2.1.5 Conference Services

Conference Services are available on an ad hoc basis to those who access the Company's network by dialing 800ROLLCALL and who have a valid PIN (issued by the Company) and valid credit card as determined by the Company. Conferences may be set-up "on the fly" or in the more traditional "MEET ME" mode. All instructions by voice command to add conferees by name and telephone number are accepted by advanced voice recognition technology and recorded for automatic conference set-up.

(N)

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION D - RATES AND CHARGES (Cont'd)

D.2.3 Intrastate Rate Table - Option A

INTERLATA/INTRALATA RATES

Rate MILEAGE	DAY RATES 1 - Minute		EVE RATES 1 - Minute		N/W RATES 1 - Minute	
	INIT MIN	ADDL MIN	INIT MIN	ADDL MIN	INIT MIN	ADDL MIN
1-10	\$0.1265	\$0.1035	\$0.1012	\$0.0828	\$0.0822	\$0.0673
11-14	\$0.1725	\$0.1495	\$0.1380	\$0.1196	\$0.1121	\$0.0972
15-18	\$0.2039	\$0.1840	\$0.1656	\$0.1472	\$0.1346	\$0.1196
19-23	\$0.2326	\$0.1955	\$0.1794	\$0.1564	\$0.1645	\$0.1271
24-28	\$0.2473	\$0.1955	\$0.1955	\$0.1673	\$0.1898	\$0.1449
29-33	\$0.2473	\$0.2013	\$0.1978	\$0.1794	\$0.1955	\$0.1599
34-40	\$0.2795	\$0.2415	\$0.2070	\$0.1875	\$0.2047	\$0.1748
41-50	\$0.2795	\$0.2438	\$0.2070	\$0.1892	\$0.2047	\$0.1748
51-60	\$0.2910	\$0.2553	\$0.2165	\$0.1961	\$0.2053	\$0.1794
61-80	\$0.3025	\$0.2668	\$0.2168	\$0.2047	\$0.2059	\$0.1817
81-100	\$0.3140	\$0.2731	\$0.2323	\$0.2076	\$0.2064	\$0.1829
101-125	\$0.3485	\$0.2904	\$0.2381	\$0.2329	\$0.2076	\$0.1909
126-150	\$0.3600	\$0.3134	\$0.2530	\$0.2507	\$0.2105	\$0.2053
151-190	\$0.3715	\$0.3429	\$0.2611	\$0.2593	\$0.2162	\$0.2110
191-300	\$0.3830	\$0.3364	\$0.2703	\$0.2680	\$0.2248	\$0.2197
301-430	\$0.4405	\$0.3939	\$0.3393	\$0.3025	\$0.2881	\$0.2570
431 & over	\$0.4405	\$0.3939	\$0.3393	\$0.3025	\$0.2881	\$0.2570

Service Charges:

Customer Dialed Bong Calling Card	\$1.00	
Customer Dialed Bong Credit Card	\$1.00	
Operator Dialed Calling Card Station	\$2.25	
Operator Station:		
Collect	\$2.25	
Billed to Third Party	\$2.35	
Person to Person	\$4.90	
Operator Dialed Charge	\$1.15	
Non-Customer Surcharge	\$2.50	(N)

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SECTION D - RATES AND CHARGES (Cont'd)

D.2.4 Intrastate Rate Table - Option B

INTERLATA/INTRALATA RATES

Rate	DAY RATES		EVE RATES		N/W RATES	
	1 - Minute		1 - Minute		1 - Minute	
<u>MILEAGE</u>	<u>INIT MIN</u>	<u>ADDL MIN</u>	<u>INIT MIN</u>	<u>ADDL MIN</u>	<u>INIT MIN</u>	<u>ADDL MIN</u>
1-10	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000
11-22	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000
23-55	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000
56-124	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000
125-292	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000
293-430	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000
431-925	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000
926-1910	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000
1911-3000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000
3001-4250	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000
4251-Over	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000	\$0.6000

Service Charges:

Customer Dialed Bong Calling Card	\$2.45	
Customer Dialed Bong Credit Card	\$2.95	
Operator Dialed Calling Card Station	\$3.95	
Operator Station:		
Collect	\$3.95	
Billed to Third Party	\$3.95	
Person to Person	\$6.50	
Non-subscriber surcharge	\$2.50	(N)

D.3 Special Promotions

The Company may, from time to time, offer special promotions to customers. These special promotions will be submitted for approval by the Missouri Public Service Commission.

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SECTION D - RATES AND CHARGES (Cont'd)

D.4 Rates - Affinity Long Distance Services

Affinity Travel Cards

The Company's Affinity Long Distance Travel Cards may be obtained from the Company or from various Affinity Groups with whom the Company has established an Affinity/Travel Card program.

D.4.1 Rate Plans

D.4.1.1 Affinity Plan 1

Per Call Surcharge	\$0.00	(R)
Directory Assistance	\$0.65	
Usage Rate per Minute	\$0.158	
(All hours, all distances)		

Credit Billing Discount

Subscribers to Affinity Plan who authorize the Company to bill monthly usage charges to a credit card will receive a five percent (5%) discount on the per call surcharge, directory assistance charges and the Usage Rate.

D.4.1.2 Affinity Plan 2

Per Call Surcharge	\$0.00	(R)
Directory Assistance	\$0.65	
Usage Rate per Minute	\$0.149	(I)
(All hours, all distances)		

D.4.1.3 Affinity Plan 3

Per Call Surcharge	\$0.00
Directory Assistance	\$0.65
Usage Rate per Minute	\$0.169
(All hours, all distances)	

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SECTION D - RATES AND CHARGES (Cont'd)

D.5 Intrastate Rates - Affinity 1+ Residential and Business Service

Rate Plan A

Peak Usage Rate Per Minute \$0.1218

Off-Peak Usage Rate Per Minute \$0.0976

Peak period is from 8:00 a.m. up to but not including 5:00 p.m. local time Monday through Friday.

Off-peak is from 5:00 p.m. through 8:00 a.m. local time Monday through Friday and from 5:00 p.m. through 8:00 a.m. local time on Monday.

All calls are billed in six second increments.

D.6 Rates - Inward 800 Service

Usage Rate Per Minute - \$0.125

All calls are billed in six second increments.

D.7 Rates - 800 Operator Services

D.7.1 800FAIRCALL™ Plan

D.7.1.1 Usage Charges IntraLATA

	<u>Business Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
<u>Mileage</u>	<u>1 Min.</u>	<u>Add'l Min.</u>	<u>1st Min.</u>	<u>Add'l Min.</u>	<u>1st Min.</u>	<u>Add'l Min.</u>
ALL	\$0.5900	\$0.5900	\$0.5900	\$0.5900	\$0.5900	\$0.5900

D.7.1.2 Usage Charges InterLATA

	<u>Business Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
<u>Mileage</u>	<u>1 Min.</u>	<u>Add'l Min.</u>	<u>1st Min.</u>	<u>Add'l Min.</u>	<u>1st Min.</u>	<u>Add'l Min.</u>
ALL	\$0.5900	\$0.5900	\$0.5900	\$0.5900	\$0.5900	\$0.5900

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(N)

(N)

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D.7 Rates – 800 Operator Services

(N)

D.7.2 800YOUSAVE™ Plan

D.7.2.1 Usage Charges

IntraLATA

<u>Mileage</u>	<u>Business Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>1 Min.</u>	<u>Add'l Min.</u>	<u>1st Min.</u>	<u>Add'l Min.</u>	<u>1st Min.</u>	<u>Add'l Min.</u>
ALL	\$0.4900	\$0.4900	\$0.1000	\$0.1000	\$0.1000	\$0.1000

D.7.2.2 Usage Charges

InterLATA

<u>Mileage</u>	<u>Business Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>1 Min.</u>	<u>Add'l Min.</u>	<u>1st Min.</u>	<u>Add'l Min.</u>	<u>1st Min.</u>	<u>Add'l Min.</u>
ALL	\$0.4900	\$0.4900	\$0.1000	\$0.1000	\$0.1000	\$0.1000

(N)

D.8 Intrastate/Intralata Per Call Charges

(N)

D.8.1 800FAIRCALL™ Plan

The following per call charges are in addition to per minute rates when the call is Placed using the Company's operator.

Bong Credit Card:	\$1.00
Automated Collect:	\$2.95
Station to Station:	\$3.45
Third Party:	\$2.25
Person to Person:	\$4.90
Operator Dialed Charge:	\$1.00

D.8.2 800YOUSAVE™ Plan

The following per call charges are in addition to per minute rates when the call is Placed using the Company's operator.

Live Operator Assistance:	\$4.49
Automated Operator Assistance:	\$3.74
Live Station to Station:	\$4.49
Automated Station to Station:	\$3.74
Live Person to Person:	\$3.74
Automated Person to Person:	\$3.74

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D.9 Interstate/Interlata Per Call Charges

(N)

D.9.1 800FAIRCALL™ Plan

The following per call charges are in addition to per minute rates when the call is Placed using the Company's operator.

Bong Credit Card:	\$1.00
Automated Collect:	\$3.95
Station to Station:	\$3.95
Third Party:	\$2.25
Person to Person:	\$4.90
Operator Dialed Charge:	\$1.00

D.9.2 800YOU SAVE™ Plan

The following per call charges are in addition to per minute rates when the call is Placed using the Company's operator.

Live Operator Assistance:	\$4.49
Automated Operator Assistance:	\$3.74
Live Station to Station:	\$4.49
Automated Station to Station:	\$3.74
Live Person to Person:	\$3.74
Automated Person to Person:	\$3.74

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D.10 ILD Travel Card

D.10.1 ILD Corporate Travel Card Service

D.10.1.1 Per Minute Charges
Day, Evening, Night & Weekend Rates

<u>Rate Mileage</u>	<u>1st Minute</u>	<u>Add'l Minutes</u>
ALL	\$0.3300	\$0.3300

*Note: The maximum rate shown is subject to volume discounts of up to \$0.28 per minute based on annual volume estimates subject to year-end true-up based on actual volume of all actual long distance traffic.

D.10.1.2 Per Call Charges

There are no per call service charges applicable. Dial Around Compensation Fees For calls completed from Pay telephones will apply at a rate of \$0.35 per call.

D.11 800ROLLCALL Conference Services

D.11.1 Per Minute Per Conference Leg Intrastate Rates

<u>Automated</u>		<u>Operator Assisted</u>
Peak	\$0.25	\$0.25
Off Peak	\$0.10	\$0.10

Charges for each leg of the conference begin when the conferee number answers. On a Meet-Me conference call charges begin when the conferee's dial in call is answered by the conference bridge. Charges for each leg cease when either the conferee hangs up or when the last but one conferee hangs up.

D.11.2 Set up Charges Per Conference Leg

<u>Automated</u>		<u>Operator Assisted</u>
Peak	\$0.00	\$4.00
Off-peak	\$0.00	\$2.00

Note that the set up charge applies whether as conference connection is established Or not.

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D.11.3 Billing

As part of the conference set-up, the originator is cued audibly to enter a valid Credit card or bank card to whose account per-minute per leg and set-up charges will be billed. The Company will accept the proffered account number for billing after validation by the issuer database.

D.12 General – Prepaid Services

The Company's domestic Prepaid Telecommunications Services are offered at one of our fixed per minute rates regardless of distance between originating and terminating points at all hours of the day or week. The fixed rate applicable to a particular call is determined by the Customer's account code that references the rate plan chosen by the Prepaid Card Distributor who markets that particular card.

D.12.1 Rates and Charges Application

D.12.1.1 Maximum Rates

The maximum rate for the Company's Prepaid Services is \$0.50 Per minute, all hours, all distances.

D.12.1.2 Rate Plans

The Company's Prepaid Long Distance Cards will be made Available in various denominations incorporating a flat per Minute rate from one of the rate plans detailed below. The Exact rate plan adopted for each distribution program shall be Uniform for all cards issued and distributed under that program. Rates shown are inclusive of all applicable telecommunications taxes and apply to all distances and at all times.

D.12.1.2.1 Fundraiser Plan

Per Minute Rate: \$0.50

This rate applies to all plans using the Company's Prepaid Long Distance Service as a fundraising product for non-profit organizations, charities and affinity groups. A portion of the Prepaid Service Card's purchase price is retained by the fundraising organization.

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EFFECTIVE: November 15, 2002

INTELLICALL OPERATOR SERVICES, INC.d/b/a ILD (T)
Dennis Stoutenburgh, President (T)
16200 Addison Road, Suite 100 (T)
Addison, TX 75001 (T)

(N)

(N)

TELECOMMUNICATIONS SERVICES TARIFF

D.13 Retail Plans

Each retail distribution program implemented by the Company or its Card Issuer Customers Will incorporate a Base rate for the initial Card Face Value from the Rate Plans detailed Below. The rate plan selected by the Company and/or its Card Issuer customers will be Determined by the merchandising method – Over the Counter (OTC) or by vending machine (Vending). All rates are inclusive of applicable telecommunications taxes and are applicable regardless of distance or time of day.

D.13.1 Over the Counter (OTC) Retail Plans

Face Value	\$10.00
Per Minute Rate:	\$0.33

Face Value	\$25.00
Per Minute Rate:	\$0.25

These rates apply to all Prepaid Service Cards sold over the Counter (OTC) by the Company's retail distributors and are inclusive of all applicable telecommunications Taxes. They are applicable to calls placed in Alabama from any touchtone telephone regardless of distance, time of day and point of purchase.

D.13.2 CallnCarry™ Vending Plan

Face Value \$10, \$20 and \$50
Per Minute Rate - \$0.25

These rates apply to Prepaid Service Cards issued by the Company under the brand name CallnCarry™ and dispensed from Company –owned vending machines located in retail locations whose owners have entered into locational agreements with the Company. They are applicable to calls placed in Alabama from any touchtone telephone regardless of distance, time of day and point of purchase.

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D.13.3 CallnCarry™ Plus Vending Plan

(N)

Face value - \$10, \$20 and \$50
Per Minute Rate - \$0.119
Connection Fee - \$0.49 per call

CallnCarry™ Plus Prepaid Service Cards Feature a per call connection fee but Are attractive to consumers who typically talk for 4 minutes or more. These rates apply to Prepaid Service Cards under the trade name "CallnCarry Plus" and dispenses from Company-owned vending machines located in various retail locations whose owners have entered into locational agreements with the Company. They are applicable to calls placed in Alaska from any touchtone telephone regardless of distance, time of day and point of purchase.

D.13.3.1 Renewal Rate

<u>Rate Plan</u>	<u>Per Minute Rate</u>
OTC Retail	\$0.25
CallnCarry™	\$0.19
CallnCarry™Plus	\$0.119

Card holders who elect to renew their accounts may do so by Charging such amount (minimum renewal amount is \$20) to A valid credit or bank card. The applicable renewal rate for Each plan is shown above. Renewal requests are accepted 24 hours a day, 7 days a week. Credit and Bankcards will be validated before credit is granted.

D.13.3.2 Directory Assistance

Directory Assistance as outlined below applies to all Prepaid Long Distance Service and Affinity Service plans.

Directory Assistance \$0.60

(N)

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D.13.3.3 Public Payphone Surcharge

(N)

A Public Payphone Surcharge of \$0.25 applies to all completed calls Originating from public/semi-public payphones that access the Company's long distance services using a dialing sequence other Than 0+ or 0-. Specifically, the surcharge applies to retail prepaid Service calls. Such surcharge may be modified from time-to-time As a result of FCC adjustment to the compensation rate established for Payphone owners. The Public Payphone surcharge is applied in Addition to any other applicable Service Charges or Surcharges and is not subject to any discounts otherwise.

D.14 Purchase Discounts – Prepaid Services

Alabama customers who wish to purchase Prepaid Services in volume and Intended for intrastate use in Alabama may do so pursuant to a contractual Arrangement with the Company that specifies contract terms and discount From applicable tariffed rates specified in Section 4.2. Such discount will Vary according to contract duration and amount of purchase as follows:

- a. Any Customer who, in a single transaction, purchases at least \$10,000 of the Company's Prepaid Telecommunications Services, may receive a discount ranging from 10% to 30% for that single transaction.
- b. Any Customer who commits to a two year contract term and cumulative purchase of the Company's Prepaid Telecommunications Services of at least \$250,000, may receive discounts ranging from 25% to 50%.

(N)

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16200 Addison Road, Suite 100 (T)
Addison, TX 75001 (T)



State of Missouri

No. X 345344

Rebecca McDowell Cook, Secretary of State
Corporation Division

Registration of Fictitious Name

(Submit in duplicate with a filing fee of \$7)

This information is for the use of the public and gives no protection to the name. There is no provision in this Chapter to keep another company or corporation from adopting and using the same name. (RSMo 417)

We, the undersigned, are doing business under the following name, and at the following address:

Name to be registered: ILD

Missouri Business Address: 14651 Dallas Pkwy, Suite 905
(P. O. Boxes not accepted)

City, State, and Zip Code. Dallas, TX 75240

The parties having an interest in the business, and the percentage they own are (if corporation is owner, indicate corporation name and percentage owned). If all parties are jointly and severally liable, percentage of ownership need not be listed:

Name of Owners, Individual or Corporate	Street and Number	City	State and Zip Code	If listed, Percentage of ownership must equal 100%
F362053AG Intellicall Operator Services, Inc.	2155 Chenault Suite 410	Carrollton	TX	100 %
	14651 DALLAS PKWY	DALLAS	TX 75240	%
	SUITE 905			%
				%
				%

(Must be typed or printed)

Return to: Secretary of State
Corporation Division
P.O. Box 778
Jefferson City, Mo. 65102

FILED

OCT 13 1998

The undersigned, being all the parties owning interest in the above company, being duly sworn, upon their oaths each did say that the statement and matters set forth herein are true.

345344

Individual
Owners
Sign Here

X
X
X

X
X
X

The undersigned corporation has caused this application to be executed in its name by its President
or Vice-President and its Secretary or Assistant Secretary, this 29
day of September, 19 98

If
Corporation
is Owner,
Corporate
Officers
Execute
Here

Intellicall Operator Services, Inc.

(Print Corporate Title)

By:

J. David Samuels

Its President or Vice-President

By:

B. Reil Presson Jr.

Its Secretary or Assistant Secretary

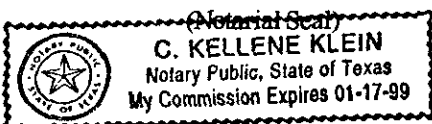
(Corporate Seal)
If no seal, state "none". None

State of ~~Missouri~~ ^{Texas}

County of Dallas } ss.

I, C. Kellene Klein, A Notary Public, do hereby certify that on the 6th
day of October, 19 98, personally appeared before me B. Reil Presson Jr. &
and being first duly sworn by me, acknowledged that they ~~he~~ signed as their ~~his~~ own free act and deed the foregoing
document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



C. Kellene Klein
Notary Public

My commission expires 1-17-99