

FILED

MAR 01 2004

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

**Missouri Public
Service Commission**

In the Matter of the Application of)
Image Access, Inc. d/b/a NewPhone for a)
Certificate of Service Authority to)
Provide Basic Local and Interexchange)
Telecommunications Service in the)
State of Missouri and to Classify Said)
Services and the Company as Competitive)

Case No. _____

APPLICATION FOR A CERTIFICATE OF SERVICE AUTHORITY
TO PROVIDE PREPAID BASIC LOCAL EXCHANGE AND
INTEREXCHANGE TELECOMMUNICATIONS SERVICES AND FOR
COMPETITIVE CLASSIFICATION

Image Access, Inc. d/b/a NewPhone

EXHIBIT A

STATE OF MISSOURI



Matt Blunt
Secretary of State
CERTIFICATE OF AUTHORITY

WHEREAS,

Image Access, Inc.


using in Missouri the name

Image Access, Inc.
F00557526

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 Louisiana.

NOW, THEREFORE, I, MATT BLUNT, 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 have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 15th day of December, 2003.


Secretary of State





File Number: 200335123237

Charter # X00557529

Date Filed: 12/15/2003

Stat

Matt I

Matt Blunt

Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

Registration of Fictitious Name

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

(Must be typed or printed)

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. (Chapter 417, RSMo)

The undersigned is doing business under the following name, and at the following address:




Business name to be registered: NewPhone
Business Address: 3525 Causeway Blvd., Suite 501
(P.O. Box alone not acceptable)
City, State and Zip Code: Metairie, Louisiana 70002

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

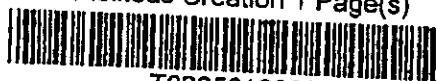
Name of Owners, Individual or Business Entity	Street and Number	City and State	Zip Code	If listed, Percentage of ownership must equal 100%
Gene R. Dry	3525 Causeway Blvd., Suite 501	Metairie, LA	70002	34%
Jim Dry	3525 Causeway Blvd., Suite 501	Metairie, LA	70002	33%
Richard Jaubert	3525 Causeway Blvd., Suite 501	Metairie, LA	70002	33%

In Affirmation thereof, the facts stated above are true:

(The undersigned understands that false statements made in this filing are subject to the penalties of a false declaration under Section 575.060 RSMo 1986.)

 (Authorized Signature)	<u>GENE DRY</u> (Printed Name)	<u>12/8/03</u> (Date)
 (Authorized Signature)	<u>JIM DRY</u> (Printed Name)	<u>12/4/03</u> (Date)
 (Authorized Signature)	<u>RICHARD JAUBERT</u> (Printed Name)	<u>12/8/03</u> (Date)

State of Missouri
Fictitious Creation 1 Page(s)



T0335016666

Corp. 56 (3/02)

FOR OFFICIAL USE ONLY

Check # _____
Amount: _____
Filer's Initials: _____

UNITED STATES OF AMERICA
State of Louisiana

Box McKeithen
SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that
IMAGE ACCESS, INC.

A LOUISIANA corporation domiciled at METAIRIE,

Filed charter and qualified to do business in this State on
April 07, 1997,

I further certify that the records of this Office indicate
the corporation has paid all fees due the Secretary of
State, and so far as the Office of the Secretary of State is
concerned is in good standing and is authorized to do
business in this State.

I further certify that this Certificate is not intended to
reflect the financial condition of this corporation since
this information is not available from the records of this
Office.

*In testimony whereof, I have hereunto set
my hand and caused the Seal of my Office
to be affixed at the City of Baton Rouge on.*

October 10, 2003

Box McKeithen

BME 34556476D

Secretary of State



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Image Access, Inc. d/b/a NewPhone

EXHIBIT D



10/28/2002

Re: Image Access, Inc

To Whom It May Concern:

This letter is to advise that Image Access, Inc. has a line of credit with Hibernia National Bank in the amount of \$50,000.00. They are considered a valued customer of our institution.

If I may be of any further assistance, please do not hesitate to call me at (504)533-2431.

Sincerely,

Loretta Savoye
Vice President
Causeway Office

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EXHIBIT E

Exhibit E

Managerial and Technical Capability

Managerial Information

Image Access has the managerial expertise to successfully operate a telecommunications enterprise in Missouri. The Officers of Image Access have been involved directly in providing telecommunication services to end users in Louisiana since June 9, 1998. Image Access and the Officers have also been providing telecommunications services to end users in Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina and South Carolina since 1999. In addition, Gene Dry and Richard Jaubert have been involved in the business of providing transaction services to retailers in Louisiana through TeleCheck Louisiana and Jim Dry has served in a managerial capacity with Cajun Electric Power Coop. Inc each of which are more fully described below.

Gene R. Dry -- Served as President of TeleCheck Louisiana From January 1987 through November 1996. In that capacity, he managed the growth of the company from revenue of \$2 million to the \$10 million level. He was successful managing growth, capital, and customer acquisition in financial products and services. His responsibilities included the development and implementation of business plans for achieving corporate goals. When the company was sold to its franchisor, staffing was at 125. Mr. Dry received a Bachelor of Science degree in Accounting from Louisiana State University.

Richard R. Jaubert -- Mr. Jaubert was Vice President/Chief Financial Officer of Telecheck Louisiana from January 1994 to November 1996. In this capacity, he was responsible not only for the accounting department but operations and human resources as well. The total number of employees in these departments was 15 full time and 4 part time. Prior to TeleCheck, Mr. Jaubert was the Director of Administration/ Finance for Monarch Real Estate Advisors, a national real estate consulting firm. Mr. Jaubert has a MBA from the University of New Orleans and a Bachelor of Science degree in Accounting from Louisiana State University.

Jim R. Dry -- Has seventeen years experience with Cajun Electric Power Cooperative Inc. and twelve of those as supervisor or manager in the accounting department. The sections under his direct supervision were Financial Statements, Accounts Payable, Payroll, Capital Projects, Debt, Fixed Assets, Fuel Accounting, Spare Parts Inventory and Plant Accounting. Mr. Dry received his undergraduate degree from Louisiana State University in accounting and became a Certified Public Account in January 1991.

Technical Information

As a reseller of local telecommunication services and interexchange services, the officers do not have extensive technical experience directly involved in telecommunication services; however, TeleCheck, for whom Mr. Dry and Mr. Jaubert

worked, was in the business of providing check authorizations via an automated communications network for over 2,800 merchants in Louisiana. The volume of authorizations exceeded 12,000,000 annually for over \$1,000,000,000. Moreover, pursuant to Image Access' agreement with Southwestern Bell Telephone Company (SWBT), SWBT is responsible for repair and maintenance of the network used by Image Access to provide local service to end users.

Gene R. Dry -- Managed the growth of technology for use in the business of check authorizations, check collections, and business management purposes. TeleCheck Louisiana was the first TeleCheck franchise to utilize an automated recovery system and as a result achieved the highest recovery percentage of all other franchises. Additionally, as chairman of the TeleCheck Franchise Association Operations Committee, Mr. Dry helped direct the development and use of a vast data processing network that enabled all TeleCheck franchises to guarantee checks from any bank in the United States for over 100,000 merchants nationally.

Richard R. Jaubert -- During his employment at TeleCheck, Mr. Jaubert was responsible for all computer and telecommunication requirements. This included a local area network of which he coordinated the purchase, installation and day-to-day maintenance. He was also responsible for the monitoring of the frame relay network, which was the link between the local TeleCheck office and its franchisor in Houston, Texas. Other responsibilities include the monitoring of the PBX system, T-1 lines and other day-to-day telecommunication equipment.

Jim R. Dry -- Has experience with implementing and maintaining the Dunn and Bradstreet Financial Accounting System which includes accounts payable, fixed assets, capital projects and general ledger. He also was project leader in implementing the PeopleSoft Accounts Payable Client Server System, and had practical experience in using numerous PC based software including MicroSoft Office Suite and Lotus Suite.

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EXHIBIT F

Exhibit F

Image Access, Inc., d/b/a NewPhone Corporate Principal Officers

Gene R Dry

President & Chief Executive Officer (CEO)
3525 N Causeway Blvd., Suite 501
Metairie, LA 70002

Richard R Jaubert

Vice President & Chief Operations Officer (COO)
3525 N Causeway Blvd., Suite 501
Metairie, LA 70002

Jim R Dry

Vice President & Chief Financial Officer (CFO)
10636 Linkwood Court, Suite 11
Baton Rouge, LA 70810

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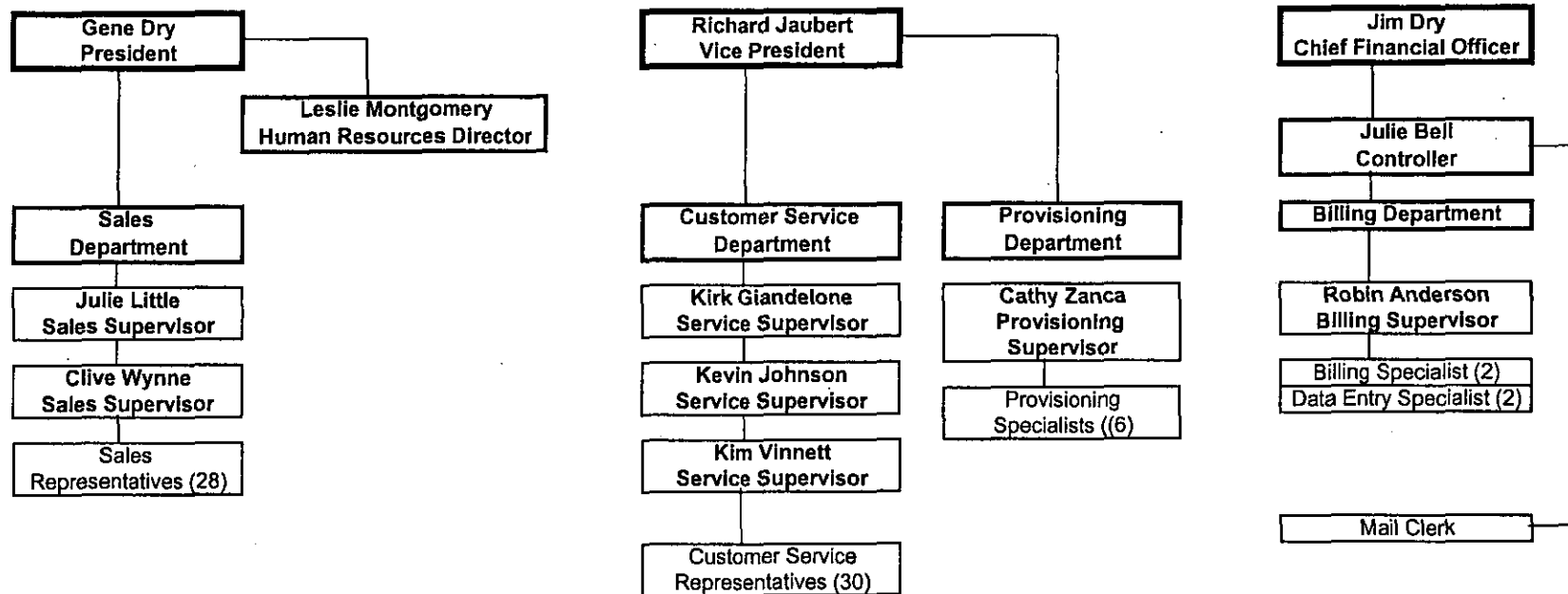
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Image Access, Inc. d/b/a NewPhone

EXHIBIT G

EXHIBIT G
IMAGE ACCESS, INC. dba NEWPHONE

ORGANIZATIONAL CHART
November 2002



BEFORE THE PUBLIC SERVICE COMMISSION
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EXHIBIT H

IMAGE ACCESS, INC. d/b/a NewPhone
Issued by: Gene R. Dry, President
3525 N. Causeway Blvd, Suite 501
Metairie, Louisiana 70002

Missouri Tariff No. 1
Effective Date: December 5, 2003
Page 1

LOCAL EXCHANGE SERVICES

IMAGE ACCESS, INC. d/b/a NewPhone
Phone number 504-834-9363
3525 N. Causeway Blvd., Suite 501, Metairie, Louisiana 70002

Rates, Rules, and Regulations for Furnishing of
Services within The State of Missouri

Missouri Public Service Commission Tariff No. 1

This tariff contains the descriptions, regulations and rates applicable for the furnishing of Local Exchange telecommunications services provided by Image Access, Inc., d/b/a NewPhone (the "Company") within the State of Missouri.

IMAGE ACCESS, INC. d/b/a NewPhone

Issued by: Gene R. Dry, President

3525 N. Causeway Blvd, Suite 501

Metairie, Louisiana 70002

Missouri Tariff No. 1

Effective Date: December 5, 2003

Page 2

LOCAL EXCHANGE SERVICES

Reserved for future use.

LOCAL EXCHANGE SERVICES

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LOCAL EXCHANGE SERVICES

EXPLANATION OF SYMBOLS

When changes are made on any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) To signify a "Change" in existing rate and/or regulation.
- (D) To signify a "Deletion/Discontinuance" of rates, regulations, and/or text.
- (I) To signify a rate "Increase".
- (M) To signify matter "Moved/Relocated" within the tariff with no change to the material.
- (N) To signify "New" text, regulation, service, and/or rates.
- (R) To signify a rate "Reduction".
- (T) To signify a "Text Change" in tariff, but no change in rate or regulation.
- (Z) To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

LOCAL EXCHANGE SERVICES

DEFINITIONS

Certain terms used generally throughout this tariff for services furnished by the Carrier are defined below:

Access Lines

A telephone line facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Additional Listing

Any listing of a name or other authorized information in connection with a Customer's telephone number in addition to that which is entitled in connection with his regular service.

Advance Payment

A payment required before the start of service.

Applicant

A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

Application

A request made orally or in writing for telephone service.

Authorized User

A person, firm, or corporation which is authorized by the Company to be connected to the service of the Customer or joint user.

Basic Local Exchange Service

The provision of an access line and usage within a local calling area for the transmission of 2-way interactive switched voice/data communication.

Building

A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business or residence establishment, or both; or two or more structures that are connected by means of enclosed passageways or common basements, permitting access from one building to the other, that are suitable for the routing, placing and proper protection of inside cable and wire type facilities. In no case can conduit be considered an enclosed passageway.

Business Service

Determination as to whether or not Customer's service should be classified as Business will be based on the character or use to be made of the service. The practice of advertising a telephone number in newspapers, business cards, or on trucks shall be a contributing, but not an exclusive factor in determining the classification of service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

LOCAL EXCHANGE SERVICES

Commission

The Public Service Commission of the State of Missouri

Company

Image Access, Inc., d/b/a. NewPhone

Continuous Property

A plot of ground, together with any buildings thereon, occupied by the Customer, which is not separated by public thoroughfares or by property occupied by others.

Contract

The agreement between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

Customer

The person that orders services and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Provided Equipment

All communications systems, devices, apparatus and their associated wiring, provided by Customer.

Demarcation Point

The point where company network services, usually a Network Interface Device (NID), or facilities terminate and the Company's responsibility for installing and maintaining such services or facilities ends.

Directory Listing

Alphabetical listing of information relative to Customers' names or other identification and telephone numbers.

Exchange

A geographic area established by a telecommunications services provider consisting of one or more central offices together with associated facilities used in furnishing local telecommunications services within the area in which telecommunications services and rates are the same.

Exchange Area

The area within which the telephone company furnishes complete telephone services from one specific exchange at the exchange rates applicable within that area.

LOCAL EXCHANGE SERVICES

Incumbent Local Exchange Carrier (ILEC)

Telecommunications services provider that is the incumbent and historical wireline provider of local telecommunications services within a local service area, or a successor to such entity that is engaged in the provisioning of local telecommunications services.

Interface

Denotes that point on the premises of the Customer at which provision is made for connection of other than company-provided facilities to facilities provided by the Company.

Interface Equipment

Equipment provided by the Company at the interface location to accomplish the direct electrical connection of facilities provided by the Company with facilities provided by other than the Company.

Local Service Area

The geographic area in which end users may place telephone calls without incurring toll charges which includes a flat rate calling area.

Minimum Service Term

The minimum length of time for which a customer is obligated to pay for service, whether or not retained by the customer for such minimum length of time.

Non-Recurring Charge

The one-time initial charge for services or facilities, including but not limited to, charges for construction, installation or special fees for which the customer becomes liable at the time the service order is executed.

Non-Sufficient Funds (NSF) Check

Any negotiable instrument returned by the bank, savings institution, or other eligible institutions that is returned by that institution with one of the following instructions: non-sufficient funds, uncollected funds, account closed, account frozen, no account.

Point of Demarcation

The point in a customer's circuit to which the Company is responsible for service and beyond which the customer is responsible for service.

Premise Visit Charge

A charge applied when the location of reported trouble is found to be in customer-provided equipment and/or inside wiring.

Prepaid Service

Service on the basis of payment in advance for services provided.

LOCAL EXCHANGE SERVICES

Recurring Charges

The monthly charges paid by the customer for services, facilities, and equipment, which continue for the agreed-upon duration of the service.

Service Connection Charge

The non-recurring charge a customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

Service Order

The request for the Company's services executed by the customer and the Company in the format devised by the company. The acceptance by the Company and the customer initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

LOCAL EXCHANGE SERVICES

TERMS AND CONDITIONS

A. Liability of the Company

1. The liability of the Company for the damages arising out of the furnishing of these services, including but not limited to, mistakes, omissions, interruptions, delays, errors, or defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in Section S below. The extension of such allowances for interruption shall be the sole remedy of the customer, authorized user, or joint user and the sole liability of the company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
2. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fires, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including the state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
3. The Company shall not be liable for act or omission of any entity furnishing to the Company or to the Company's customers' facilities or equipment used for or with the services the Company offers.
4. The Company shall not be liable for any damages or losses due to the fault or negligence of the customer or due to the failure or malfunction of customer-provided equipment or facilities.
5. The Company shall not be liable for the claims of vendors supplying equipment to customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
6. The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered,

LOCAL EXCHANGE SERVICES

made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

7. The Company shall not be liable for any damages resulting from delays in meeting any service dates resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction or work.
8. The Company is not liable for any defacement or damage to the premises of a customer (or other joint user) resulting from the furnishing of services on such premises when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
9. The Company shall not be liable for damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Company's willful misconduct or negligence.
10. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the services offered in this tariff.
11. The Company's entire liability for any claim of loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the customer for the specific service in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
12. The Company makes no warranties or representations, express or implied, either in fact or operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.

B. Claims

The Company shall be indemnified and held harmless by customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "claims") arising from the use of the services pursuant to this tariff involving:

LOCAL EXCHANGE SERVICES

1. Claims of third parties, including patrons or customers of customers, arising out of, resulting from, or related to use of the services.
2. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the service.
3. Claims for patent infringement arising from combining or using facilities and equipment furnished pursuant to this agreement in connection or in combination with facilities or equipment not furnished by the Company.
4. All other claims arising out of any act or omission of customer, or customers or patrons of customer, in connection with the services made available to customer pursuant to this agreement. Customer agrees to defend Company against any such claim and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such claim.

C. Installation, Testing and Maintenance

Installation of Company facilities will be charged on a time and materials basis at rates listed in this tariff.

Upon suitable notice, the Company may make such tests, adjustments and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition at rates listed in this tariff. No interruption allowance will be credited to the customer for the period during which the Company makes such tests, adjustments or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by Company. Company will charge customers the rates listed in this tariff for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities provided by Company.

When a customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the customer shall be responsible for payment of labor charges as listed in this tariff for the period of time from when Company personnel are dispatched to the customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, the labor charges listed in this tariff will apply.

LOCAL EXCHANGE SERVICES

The Company sub-contracts with Southwestern Bell Telephone Company, L.P. to provide all installation, testing and maintenance for its customers.

D. Provision of Equipment and Facilities

Except as otherwise indicated, customer-provided station equipment at the customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

1. The through transmission of signals generated by customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by customer-provided equipment; or
3. Network control signaling where such signaling is performed by customer-provided network control signaling equipment.

E. Non-Routine Installation

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charged based on not less than the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the customer's request, extends beyond regular business hours into time periods including but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

F. Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by Company hereunder.

G. Rights-of-Way

Where economically feasible, Company shall direct or through third parties use reasonable efforts to obtain and maintain rights-of-way necessary for installation of

LOCAL EXCHANGE SERVICES

facilities used to provide service. Except as otherwise provided herein, any and all costs associated with the acquiring the rights-of-way up to the point of entry to the customer's location shall be borne entirely by Company. Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at customer's location to the termination point where service is finally delivered to customer, including, but not limited to, the cost of installing conduit or of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

H. Services Provided by Other Companies

Company shall have no responsibility with respect to billings, charges or disputes related to services used by customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any dispute or discrepancies with the service provider.

I. Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

J. Assignment

The Company may, without obtaining any further consent from customer, assign any rights, privileges or obligations under this tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff. Any attempt to make such an assignment, transfer or disposition without consent shall be null and void.

LOCAL EXCHANGE SERVICES

K. Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by customer with respect thereto.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the company's offerings complies with relevant laws, regulations, policies, orders, and decisions.

The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

L. Obligations of the Customer

1. Customer Responsibilities

The customer shall pay all applicable charges as set forth in this tariff.

The customer is responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of customer, authorized user, or joint user, or the non-compliance by the customer, authorized user, or joint user with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

Customer shall arrange access to any of the rights-of-way, conduit and equipment space for which it is responsible for obtaining pursuant to Section G. above at any time so that Company's authorized personnel, employees or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to customer and Company. Customer acknowledges that when repair work is required to restore services after interruption, it may be necessary to provide the access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in customer-provided conduit at any splice or junction box. No credit allowance

LOCAL EXCHANGE SERVICES

under Section S. will be made for the period during which service is interrupted for such purposes.

The customer shall make available to Company such space, power, environmental conditioning and other resources at customer's premises as Company shall request for the provision of service hereunder.

Customer shall provide a safe place to work which complies with all laws and regulations regarding the working conditions along the rights-of-way and in the equipment space which it is responsible for obtaining pursuant to Section G. above, and at which Company authorized personnel, employees or agents may be installing, inspecting, maintaining, replacing, repairing or removing fiber optic cable or other cable or other facilities and equipment.

Customer shall provide the necessary equipment, space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by Company, at each customer termination point, without care of premises equipment and building wiring provided by Company as part of the services. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in customer's premise, except where such loss or damage is caused by Company. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and right-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules and regulations and with all applicable lease or other contractual agreements. Company shall install such wiring and equipment as reasonably directed by customer to comply with the lease or other contractual obligations to which customer is a party.

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses and permits as may be required to permit customer to comply with its obligations hereunder.

1.1 In General

A customer may transmit or receive information or signals via the services provided by the Company.

2.2 Station Equipment

Customer-provided terminal equipment on the premises of the customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the customer, authorized user, or joint user.

LOCAL EXCHANGE SERVICES

Conformance of Customer-Provided Station Equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

The customer, authorized user, or joint user, is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.3 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing service and the channels, facilities or equipment of others shall be provided at the customer's expense.

Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

2.4 Inspections

Upon suitable notifications to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer, authorized user, or joint user is complying with the requirements set forth in this tariff for installation, operation, and maintenance of customer-provided facilities, equipment and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.

M. Payment for Service

1. Payment and Collection of Charges

The customer is responsible for payment of all charges for facilities and services furnished, including charges for services originated, or charges accepted, at such facilities. The customer's responsibility also includes charges associated with the fraudulent use of facilities and services by the customer or any end users of the customer.

LOCAL EXCHANGE SERVICES

At such time as the Company or its agent(s) completes installation or connection of the necessary facilities and/or equipment to provide service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, the Company shall notify the customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for service.

Customer shall pay in advance the amount(s) as specified in the tariff for the Services. Non-recurring charges, including construction, are due in advance. Fixed recurring charges shall be paid in advance.

2. Service Date

At such time as Company completes installation or connection of the necessary facilities and/or equipment to provide service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, Company shall notify customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for service.

3. Taxes and Other Surcharges

Customer shall pay all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income).

4. Advance Payments

To safeguard its interests, the Company will require a customer to make an advance cash (or acceptable cash equivalent) payment of one month's service before service is furnished. The advance payment will be credited to the customer's service. A deposit will not be required. Cash payment for succeeding months' service is to be received by the Company prior to the beginning of the period for which such payment is made. Payment by check will not be considered received until such funds are deemed collected by the Company's depository institution. Services will not be provided for any period for which payment has not been made and collected.

5. Minimum Service Term

Service is provided on the basis of a minimum period of at least one (1) month. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

LOCAL EXCHANGE SERVICES

At the expiration of the initial term, service shall continue on a month-to-month basis unless terminated by either party upon thirty- (30) day written notice, or by non-payment prior to the beginning of any month's service.

6. Non-Sufficient Funds Checks

Checks presented in payment for services and subsequently returned to the Company by the customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a non-recurring charge per customer, per check of \$15.00.

N. Discontinuance of Service

Upon non-payment in advance of service, the Company shall discontinue service without incurring any liability. Charges for succeeding month's service will be billed to customer 20 days prior to the beginning of that month. Notification will be given that service will be terminated at the end of the current month if payment is not made prior to the beginning of the succeeding month. Termination will not be made without 5 days written notice to customer.

Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving thirty (30) days prior notice in writing to the customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

Upon condemnation of any material portion of the facilities used by the Company to provide service to the customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability.

Upon the customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

Upon any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

LOCAL EXCHANGE SERVICES

O. Cancellation of Service

1. If a customer cancels a service order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period as set forth in this tariff all costs, fees and expenses reasonably incurred in connection with 1) all non-recurring charges reasonable expended by the Company to establish service to the customer, and 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the company on behalf of the customer.
2. The Company may discontinue the furnishings of any and/or all service(s) to the customer without incurring any liability immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to the following:
 - 2.1 The customer provides false information to the Company regarding the customer's address, past or current use of common carrier communications services, or its planned use of the Company's service(s), or
 - 2.2 The customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service, or
 - 2.3 The customer uses or attempts to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - 2.3.1 Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - 2.3.2 Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - 2.3.3 Any other fraudulent means or devices.
 - 2.4 Seven (7) days after sending the customer written notice of non-compliance with any provision of this tariff if the non-compliance is not corrected within that seven (7) day period.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

LOCAL EXCHANGE SERVICES

P. Application for Service

Service is installed and provided upon receipt of advance cash (or cash equivalent) payment.

Q. Cancellation of Application for Service

Applications for service may be canceled at any time prior to receipt of advance cash payment.

R. Moves, Adds, and Changes

Upon receipt of advance cash payment from customer, Company will add, delete, or change locations or features of specific lines and equipment. Company shall charge customer a non-recurring charge for such service.

S. Allowances for Interruption in Service

A credit allowance will be given on a per-line basis for any period during which any line subscribed to by customer hereunder is out of service, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by customer hereunder and shall be deducted by the customer on payment of next month's charges.

A credit allowance is applicable only for monthly recurring charges and will be made when an interruption occurs because of a failure of any component furnished under this tariff by Company. An interruption period begins when the customer reports a service to be interrupted and releases it for testing and repair.

For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.

Two or more service interruptions of the same type to the same line of two (2) hours or more during any one twenty-four period shall be considered as one (1) interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line in any twenty-four hour period.

LOCAL EXCHANGE SERVICES

Credit allowances for monthly recurring charges shall be calculated as set forth in the following sections:

1. Interruptions of 24 Hours or Less

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 30 Minutes	None
30 Minutes – 2 Hours & 59 Minutes	1/10 Day
3 Hours – 5 Hours & 59 Minutes	1/5 Day
6 Hours – 8 Hours & 59 Minutes	2/5 Day
9 Hours – 11 Hours & 59 Minutes	3/5 Day
12 Hours – 14 Hours & 59 Minutes	4/5 Day
15 Hours – 24 Hours & 59 Minutes	One Day

2. Interruptions Over 24 Hours

Interruptions of more than twenty-four hours will be credited four (4) hours for each four-hour period or fraction thereof. No more than one full day's credit will be allowed in any twenty-four hour period.

T. Limitations on Credit Allowances

1. No credit allowances will be made for:

- 1.1 Interruptions due to the negligence of, or non-compliance with the provisions of this tariff by the customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- 1.2 Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
- 1.3 Interruptions of service during any period in which the Company is not given access to the premises at which the Company-provided service is interrupted or terminated.
- 1.4 Interruptions of service that occur or continue due to the customer's failure to authorize replacement of any element of special construction.
- 1.5 Interruptions of service during any period when the customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements.
- 1.6 Interruptions of service due to circumstances or causes beyond the control of Company.

LOCAL EXCHANGE SERVICES

RATES AND CHARGES

Services are available to Business and Residence customers. The classification of service as business is determined by the character of use of the service as stated in the Definitions Section of this tariff.

A. Local Exchange Service

Local Exchange Service provides an individual access line for the transmission of two-way switched voice or data communication within a local calling area. The individual access line is the connecting facility between a Customer's premise and a servicing central office that provides customer access to the switched network for placing and receiving calls. Access to 911 Emergency Services is provided. Access to long-distance carriers, other telephone companies' caller-paid information services (e.g., 900, 976), or other services where charges are determined subsequent to the call are not provided through this individual access line.

1. Residence Service

The Monthly Charges per access line include unlimited calling within the specified local calling area.

Monthly Charge Per Line	\$49.95
OSS Amortization Fee	\$2.00

2. Business Service

The Monthly Charges per access line include unlimited calling within the specified local calling area.

Monthly Charge Per Line	\$89.95
OSS Amortization Fee	\$2.00

The Company may, from time to time, make promotional offerings of its services that may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date, and times of the offerings and the locations where the offerings are made.

LOCAL EXCHANGE SERVICES

B. Service Connection Charges

Service connection charges are non-recurring charges that apply to ordering, installing, or changing of local telephone service. One or more Service Connection Charges may apply to each customer order depending upon the work functions performed.

1. Description of Charges

- 1.1 Service Order Charge – Applies to receiving, recording and processing information necessary to execute a customer's request to connect, move or change telephone service. This charge applies when central office work is required and/or when a customer establishes a new account.
- 1.2 Record Order Charge – Applies to receiving, recording and processing information necessary to execute a customer's request where only the customer, company business office, directory or billing records are involved. This charge also applies to subsequent customer orders where no central office access work is necessary.
- 1.3 Central Office Work Charge – Applies to the work associated with the establishment or changing of the line connection in the central office.
- 1.4 Access Line Work Charge – Applies to performing work associated with the telephone line extending from the serving central office to the customer's premise. This includes, but is not limited to, cable cross-connections and connecting or moving the drop wire, protector or network interface device.
- 1.5 Premise Labor Charge – Applies to connect or modify lines or equipment at the customer's location. Charges are based upon the time spent at the customer's premises. Premise Labor Charges apply during regularly scheduled work hours (8 a.m. to 5 p.m. Monday through Friday). The minimum Premise Labor Charge is one-quarter (1/4) hour.
- 1.6 Premise Visit Charge – Applies to each trip to the customer's premise for work performed or trouble identified on the customer's side of the demarcation point. The Premise Visit Charge is waived if trouble is found to be in the Company's equipment (i.e. on the Company's side of the demarcation point).

2. Rates

Non-Recurring Charges

	<u>Residence</u>	<u>Business</u>
2.1 Service Order Charge	\$30.00	\$75.00
2.2 Record Order Charge	\$25.00	\$55.00
2.3 Central Office Work Charge	\$50.00	\$75.00
2.4 Access Line Work Charge	\$50.00	\$75.00
2.5 Premise Labor Charge (1/4 hr.)	\$30.00	\$35.00
2.6 Premise Visit Charge (per visit)	\$50.00	\$75.00

LOCAL EXCHANGE SERVICES

C. Custom Calling Services

Custom Calling Services are optional service arrangements of central office features furnished to individual line customers. The following custom calling features are available within the exchange area of all exchanges serviced by a central office where facilities and operating conditions permit. Customers may subscribe to one or more of the following features at the rates indicated:

	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
Call Forwarding	\$ 6.95	\$15.00
Call Waiting	\$ 6.95	\$15.00
Call Return (*69)	\$ 8.95	\$15.00
Three-Way Calling	\$ 6.95	\$15.00
Non-Published Number	\$ 6.95	\$15.00
Call Waiting Deluxe	\$ 9.95	\$15.00
Caller ID	\$ 11.95	\$15.00
Premium Service	\$ 54.95	\$15.00

The Company may, from time to time, make promotional offerings of its services that may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date, and times of the offerings and the locations where the offerings are made.

D. Directory Listing

The Company provides for a single directory listing in the alphabetical section (white pages) of the telephone directory published by the dominant exchange service provider in the customer's exchange area and the local directory assistance data base free of charge upon initiation of basic local exchange service. Non-published listings are not listed in the directory or in the Company's Directory Assistance Records. The company provides access to local Directory Assistance as well as Operator Assistance at the rates shown below:

	<u>Per Call</u>
Directory Assistance	\$0.00
For Intralata Services Only:	
Operator Assistance:	
General Assistance	\$0.80
Busy Line Verification	\$0.95
Busy Line Interrupt	\$1.40

LOCAL EXCHANGE SERVICES

PROMOTIONAL OFFERINGS

A. Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering.

B. Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue" commitment may also be included in the tariff).

FILED

MAR 01 2004

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

**Missouri Public
Service Commission**

In the Matter of the Application of)
Image Access, Inc. d/b/a NewPhone for a)
Certificate of Service Authority to)
Provide Basic Local and Interexchange)
Telecommunications Service in the)
State of Missouri and to Classify Said)
Services and the Company as Competitive .)

Case No. _____

APPLICATION FOR A CERTIFICATE OF SERVICE AUTHORITY
TO PROVIDE PREPAID BASIC LOCAL EXCHANGE AND
INTEREXCHANGE TELECOMMUNICATIONS SERVICES AND FOR
COMPETITIVE CLASSIFICATION

Image Access, Inc. d/b/a NewPhone

EXHIBIT I

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

Image Access, Inc. d/b/a NewPhone.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Image Access, Inc. d/b/a NewPhone. ("NewPhone") within the state of Missouri.

ISSUED: 12/17/03

EFFECTIVE: _____

**ISSUED BY: Jim R. Dry
Image Access, Inc d/b/a New Phone
10636 Linkwood Court, Suite 11
Baton Rouge, LA 70810**

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

Reserved for future use.

ISSUED: 12/17/03

EFFECTIVE: _____

ISSUED BY: Jim R. Dry
Image Access, Inc d/b/a New Phone
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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ISSUED: 12/17/03

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

EXPLANATION OF SYMBOLS

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

C - To signify changed regulation.

D - Delete or discontinue.

I - Change Resulting in an increase to a Customer's bill.

M - Moved from another tariff location.

N - New

R - Change resulting in a reduction to a Customer's bill.

T - Change in text but No Change to Rate or Charge.

ISSUED: 12/17/03

EFFECTIVE: _____

ISSUED BY: Jim R. Dry
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the MPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the MPSC follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect.
- 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).
- D. Reserved for future use.**

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement that connects the Customer's location to a NewPhone switching center or point of presence.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Broadband - A facility providing transmission capacity at a minimum of 200 kilobits per second in both directions.

Calling Card - A proprietary card through which service is accessed by dialing a company-provided access number, and which enables the Customer or User to place calls over the network and to have the charges for such calls billed to the Customer's account.

Commission - The Missouri Public Service Commission or MPSC.

Company - Whenever used in this tariff, "Company" refers to Image Access, Inc. d/b/a NewPhone., unless otherwise specified or clearly indicated by the context.

Credit Card - "Credit Card" means any card, plate, coupon book, or other single credit device that may be used from time to time to obtain credit.

Customer or Subscriber - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a Calling Card.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

ICB - Individual Case Basis.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

IXC - means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services within the State of Missouri.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association Tariff F.C.C. No. 4.

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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

Network - Refers to the Company's facilities, equipment, and services provided under this tariff.

NewPhone - Refers to Image Access, Inc. d/b/a NewPhone., the issuer of this tariff.

Nonrecurring Charge ("ANRC") - A charge assessed on a one-time basis or "per occasion" basis.

NPA - Numbering plan area or area code.

Point of presence ("POP") - means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

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

Service(s) - Refers to all telecommunications services and other services related thereto provided by the Company to Customers or Users.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is installed, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Telecommunications Service - Telecommunications offered for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Underlying Carrier - means the provider of telecommunications services whose network is being utilized to transmit and receive the Customer's telecommunications traffic.

Usage Based Charges - Charges for calls which are based on increments of time, or number of messages completed over the local exchange network.

User (or End User) - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

NewPhone's services and facilities are furnished for communications originating at specified points within the state of Missouri under terms of this tariff.

NewPhone provides service in accordance with the terms and conditions set forth under this tariff. NewPhone may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the NewPhone network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a pre-paid monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.1.1 Shortage of Equipment or Facilities

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.2 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written or verbal service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. This tariff shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.
- D. Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- E. To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.2 Terms and Conditions, (Cont'd.)

G. Services offered by the Company are provided in one-month pre-paid increments.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.2 Terms and Conditions, (Cont'd.)

1. The Company assumes no responsibility for the information obtained or otherwise available through the Service. All information accessed by the Customer through the Service is accessed and used at the Customer's own risk and the Company will have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relation to the access of such information by the Customer. The Company has no obligation to monitor transmissions made on the service. However, the Company reserves the right to monitor such transmissions from time to time and to disclose the same as required to satisfy any applicable law, regulation or other lawful governmental request. The Company also reserves the right to remove any information or materials, in whole or in part, that it deems unacceptable, undesirable, or in violation of this tariff.
2. The Customer will be responsible for paying for all calls originating from the Customer's premises whether or not authorized by the Customer.
3. The Company will use its reasonable best efforts to provide the services ordered on or before the requested dates, however, because of the potential difficulties involved in interfacing with multiple vendors, there is no delivery guarantee. The Customer must be prepared to allow for installation when notified of the circuits being tested and released.
4. A Customer may not assign his or service or her agreement without the prior written consent of the Company.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Use of Service

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.3 Limitations of Service

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

2.3.2 NewPhone reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.3.3 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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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Liabilities of the Company

2.4.1 Limitations of Liability

- A. The provisions of this section do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$1,000.
- C. Except as provided in Paragraphs (A) and (B) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- E. The Utility shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Utility will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at times that will cause the least inconvenience.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (Cont'd.)

- F. Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- G. The liability of the Company for errors in billing shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- H. The Company shall not be liable for any claims for loss or damages involving:
 - 1. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company; or (3) common carriers or warehousemen;
 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3. Any unlawful or unauthorized use of the Company's facilities and Services;

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (Cont'd.)

H. (Cont'd.)

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or Services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or Services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this tariff;
7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (Cont'd.)

H. (Cont'd.)

9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
11. Any noncompletion of calls due to network busy conditions as long as the Company is meeting the applicable service standards of the Commission;
12. Any calls not actually attempted to be completed during any period that Service is unavailable.

- I. The Company shall be indemnified, defended and held harmless by the Customer or User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (Cont'd.)

- J.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.
- K.** The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or non-pre-emptibility as may be provided by the other entities.
- L.** Except as provided elsewhere in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (Cont'd.)

N. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

2.5 Notification of Service-Affecting Activities

2.5.1 The Company relies on other telecommunications carriers for the provision of services in this tariff. The Company will not be performing any service-affecting activities for which notification would be expected or required.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10 Prohibited Uses

- 2.10.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.10.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Missouri Public Service Commission's regulations, policies, orders, and decisions.
- 2.10.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.10.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges and other pre-paid charges as stated in this tariff will apply.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.11 Responsibilities of the Customer

2.11.1 General

- A. The Customer is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges whether or not authorized by Customer.
- B. 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.
- C. If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company or another carrier.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.11 Responsibilities of the Customer, (Cont'd.)

2.11.1 General, (Cont'd.)

- D. The Customer shall ensure that the equipment and/or system is properly interfaced with Company or other carrier facilities or Services, that the signals emitted into the Company's or other carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with local and federal law and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service.

- E. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts or omissions of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.
- F. The Customer is responsible for payment of all charges for Services and equipment provided under this tariff.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.11 Responsibilities of the Customer, (Cont'd.)

2.11.1 General, (Cont'd.)

- G. The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- H. The Customer shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in this tariff, arising in connection with the provision of Service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith. The Company shall notify the Customer of any suit or claim against the Company of which it is aware.

2.11.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent any damage is caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.11 Responsibilities of the Customer, (Cont'd.)

2.11.2 Liability of the Customer, (Cont'd.)

- C. The Customer shall not assert any claim against any other Customer or user of the Company's services 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, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.12 Customer Liability for Unauthorized Use of the Network

2.12.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.12 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.12.1 Unauthorized Use of the Network, (Cont'd.)

B. The term "fraudulent use" includes but is not limited to the following activities:

1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
3. Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

C. Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff. Furthermore, Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill within 30 days of the billing date.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.12 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.12.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.12 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.12.4 Liability for Credit Card Fraud

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

2.14 Deposits

The Company reserves the right to collect a deposit for customers who do not meet the company's credit standards or for whom credit information is unavailable. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15 Taxes and Fees

For all services, state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. Other governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company may be added pro rata, insofar as practical, to the rates and charges stated in the Company's rate schedules or may be listed as separate line items on the customer bills. Company shall add to the bills of the Customers an amount sufficient to recover any such tax or fee.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES
SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.16 Payment Arrangements

2.16.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer prior to service.

The Customer is responsible, on a pre-paid basis, for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental and regulatory jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Missouri gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

2.16.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. The Company shall present invoices monthly to the Customer, in advance of the month in which service is provided. No service will be provided until payment is made for the following month.
- B. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.16 Payment Arrangements, (Cont'd.)

2.16.2 Billing and Collection of Charges, (Cont'd.)

- C.** Billing of the Customer by the Company will begin immediately prior to the expiration of the current month of service to allow the customer to pre-pay for the following month of service.
- D.** The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Missouri Public Service Commission in accordance with the Commission's rules of procedure.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.16 Payment Arrangements, (Cont'd.)

2.16.3 Discontinuance of Service for Cause

The Company may discontinue service without liability for the following reasons provided in this Section. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.16.3(A) or 2.16.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- A. Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- D. Without notice in the event of unauthorized use of telephone service.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.16 Payment Arrangements, (Cont'd.)

2.16.3 Discontinuance of Service for Cause, (Cont'd.)

- E. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- F. In the event of tampering with equipment or services furnished by the company.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.16 Payment Arrangements, (Cont'd.)

2.16.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company notice of desire to terminate service. Cancellation notice will be provided to the Company according to the terms of this tariff.

2.16.5 Cancellation of Application for Service

- A. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install or provide the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.16 Payment Arrangements, (Cont'd.)

2.16.7 Return Check Charge

The Company reserves the right to assess a return-check charge not to exceed \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

2.17 Allowances for Interruptions in Service

2.17.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.17.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff. The Company reserves the right to periodically review and modify its credit allowance policy.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.17 Allowances for Interruptions in Service, (Cont'd.)

2.17.1 General, (Cont'd.)

- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.17.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A.** Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.17 Allowances for Interruptions in Service, (Cont'd.)

2.17.2 Limitations of Allowances, (Cont'd.)

- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service.
- F. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.17.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.17 Allowances for Interruption in Service, (Cont'd.)

2.17.4 Application of Credits for Interruptions in Service

- A. The credit issued shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of one hour or more. Two or more interruptions of thirty (30) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.17 Allowances for Interruption in Service, (Cont'd.)****2.17.4 Application of Credits for Interruptions in Service, (Cont'd.)****D. Interruptions of 24 Hours or Less**

Length of Interruption	Amount of Service To Be Credited
Less than 60 minutes	None
60 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours

Interruptions over 24 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.18 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within thirty days of notice from the Company.

2.18.1 Cancellation of Service by the Customer

- A.** In the event Company fails to substantially cure any material default or failure of performance under this tariff within thirty (30) days after Company's receipt of Customer's written notice describing with reasonable specificity such alleged material default of failure of performance, then Customer may terminate the service for cause by giving Company a written notice of termination within fifteen (15) days after the expiration of said thirty (30) day period.
- B.** If a Customer cancels Service or terminates Services before the completion of the term for any reason whatsoever other than (1) permitted under A. above; or (2) other than a service interruption (as defined in herein), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within thirty days of the cancellation or termination, all costs, fees and expenses incurred in connection with:
 - 1. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.18 Cancellation of Service/Termination Liability, (Cont'd.)

2.18.1 Cancellation of Service by the Customer, (Cont'd.)

B. (Cont'd.)

2. damages and costs incurred by Company in connection with Customer's cancellation or termination of the Services, including, without limitation, court costs, reasonable attorneys' fees and interest on past due amounts.

C. All cancellations of service must be submitted in writing, clearly stating the name of the Customer and the location for which cancellation is being requested, the authorized signature of the Customer, and the services to be cancelled. The date the cancellation notice is received will be considered the cancellation date.

D. The Company reserves the right to terminate an agreement or suspend service for reasons as set forth in Section 2 of this tariff.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.19 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

2.20 Notices and Communications

2.20.1 The Customer shall designate on the service request an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.20.2 The Company shall designate on the service request an address to which the Customer shall mail or deliver all notices and other communications.

2.20.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.20.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.22 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Carrier may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Carrier. From time to time the Company may waive all processing fees for a Customer.

2.23 Interconnection

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.25 Other Rules

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

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

NewPhone is a common carrier providing intrastate interexchange telecommunications services to Customers for transmission of voice, data, and other types of telecommunications within the State of Missouri. The charges for NewPhone's services may vary by the time of day, day of week, duration of the call, product type, volume, and term commitment.

The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

3.2 Timing of Calls

3.2.1 Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

3.2.2 Call timing begins when the called party answers the call (i.e., when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

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

3.2.4 Minimum call duration periods and increments for billing purposes vary by service option and are described with each individual service offering.

3.2.5 No charges apply to incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Time of Day Rate Periods

3.3.1 Determination of Rate Periods

Unless otherwise indicated, rates for service are not time-of-day or distance sensitive.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 NewPhone Basic Long Distance Service

NewPhone Basic Long Distance Service is provided as an option available for customers who pre-pay for the service. Customers will dial a toll free number, type an access code and then dial the desired telephone number. Timing of the call begins when the called parties answers Calls are billed in one (1) minute increments.

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SECTION 4 - RATES AND CHARGES**4.1 NewPhone Basic Long Distance Service**

<u>Connection rate - per call</u>	\$ 0.50
<u>Rate per minute</u>	\$ 0.09

SECTION 5.0- MISCELLANEOUS SERVICES AND CHARGES**5.1 Directory Assistance**

A Directory Assistance charge applies per directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

Each Directory Assistance Call	\$0.85
Surcharge for Operator Assistance	\$0.30

5.2 Reserved for Future Use**SECTION 6.0- MISCELLANEOUS SERVICES AND CHARGES****6.1 Reserved for Future Use**

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SECTION 7 - PROMOTIONAL OFFERINGS

7.1 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering.

7.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue" commitment may also be included in the tariff).

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