Ren-Tel Communications, Inc. (T)

# ADOPTION NOTICE

# Ren-Tel Communications, Inc.

Ren-Tel Communication, Inc., a Georgia corporation, hereby adopts, ratifies, and makes its own, in every respect as if the same been originally filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, filed with Missouri Public Service Commission, by Ren-Tel Communications, Inc.

By this notice it also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which Ren-Tel Communications, Inc. has heretofore filed with said Commission.

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Missouri PSC Tariff No. 4

Second Revised Page 1 Replaces First Revised Page 1

# Applying to Resale of Intrastate

# **Common Carrier Communications**

### Services Between Points in the

State of Missouri

# AND

# CONTAINING RULES AND REGULATIONS

# GOVERNING SERVICE

This tariff is on file with the Missouri Public Service Commission and copies may be inspected, during normal business hours, at Ren-Tel Communications, Inc.'s principal office at 6905 N. Wickham Road, Suite 403, Melbourne, FL 32940.

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### LIST OF WAIVED STATUTES AND REGULATIONS

Ren-Tel Communications, Inc. as a competitive telecommunications company under the Laws of Missouri has received a waiver from Missouri Public Service Commission of the following Statutes and Regulations:

# STATUTES

Section	392.210.2	uniform system of accounts
Section	392.270	valuation of property (ratemaking)
Section	392.280	Depreciation accounts
Section	392.290.1	issuance of securities
Section	392.300.2	acquisition of stock
Section	392.310	stock and debt issuance
Section	392.320	stock dividend payment
Section	392.330	issuance of securities; debts and notes
Section	392.340	reorganizations

## COMMISSION RULES

4 CSR 240-10.020	depreciation fund income
4 CSR 240-30.040	uniform system of accounts
4 CSR 240-35	reporting of bypass and customer
	Specific arrangements

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# SYMBOLS

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

- (C) To indicate changed regulation.
- (D) To indicate discontinued rate or regulation.
- (I) To indicate increased rate.
- (M) To indicate a move in the location of text.
- (N) To indicate new rate or regulation.
- (R) To indicate reduced rate.
- (T) To indicate a change in text but no change in rate or regulation.

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# TARIFF FORMAT SHEET

- <u>A.</u> Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34. 1.
- B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Missouri Public Service Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods <u>etc.</u>, the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.
- <u>C.</u> Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

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

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### **INTRODUCTION**

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, common carrier, local exchange telecommunications resale services by Ren-Tel Communications, Inc. (hereinafter referred to as the "Company") between various locations in the State of Missouri. This Tariff applies to the Company's resale of telecommunications services within the Southwestern Bell Telephone Company exchanges listed below.

	1	1 2	U	
Adrian	Chaffee	Freeburg	Lamonte	Patton
Advance	Charleston	Fulton	Lancaster	Paynesville
Agency	Chesterfield	Gideon	Leadwood	Perryville
Altenburg-Frohna	Chillicothe	Glasgow	Lilbourn	Pierce City
Antonia	Clarksville	Grain Valley	Linn	Pocohontas
Archie	Clever	Gravois Mills	Lockwood	Wells
Argyle	Climax Springs	Gray Summit	Louisiana	Pond
Armstrong	Deering	Greenwood	Macks Creek	Poplar Bluff
Ash Grove	DeKalb	Hannibal	Malden	Portage Des
Beaufort	Delta	Harvester	Manchester	Sioux
Bell City	DeSoto	Hayti	Marble Hill	Portageville
Benton	Dexter	Herculaneum	Marceline	Puxico
Billings	Downing	Pevely	Marionville	Qulin
Bismark	East Prarie	Higbee	Marshall	Richmond
Bloomfield	Edina	High Ridge	Marston	Richwoods
Bloomsdale	Eldon	Hillsboro	Maxville	Risco
Bonne Terre	Elsberry	Holcomb	Meta	Rushville
Boonville	Essex	Hornesville	Mexico	St.Genevieve
Bowling Green	Eureka	Imperial	Moberly	St.Charles
Brookfield	Excelsior Springs	Jackson	Monette	St.Clair
Camdenton	Farley	Jasper	Montgomery City	St.Joseph
Campbell	Farmington	Joplin	Morehouse	St.Louis Metro
Cape Girardeau	Fayette	Kansas City	Neosho	St. Marys
Cardwell	Fenton	Metro	Nevada	San Antonio
Carl Junction	Festus-Crystal	Kennett	New Franklin	
Carrollton	City	Kirksville	New Madrid	
Carthage	Fisk	Knob Noster	Oak Ridge	
Caruthersville	Flat River	Lake Ozark	Old Appleton	
Cedar Hill	Frankford	Osage Beach	Oran	
Center	Fredericktown	Lamar	Pacific	

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Scott City	Tuscumbia	Webb City
Sedalia	Union	Wellsville
Senath	Valley Park	Westphalia
Sikeston	Versailles	Wyatt
Slatter	Vienna	
Smithville	Walnut Grove	
Springfield	Wardell	
Stanberry	Ware	
Trenton	Washington	
The regulations	governing the provision and	duce of cervices offered under this Tariff are a

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

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## TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

### Authorization Code

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

### Carrier

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

#### Commission

"Commission" means the Missouri Public Service Commission.

### Credit(s)

"Credit(s)" has the meaning set forth in Section 2.26 hereof.

#### Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.26 hereof

# Credit Limit"

Credit Limit" means a credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.18.

#### Customer

"Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff.

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By: Thomas E Biddix, President 6905 N. Wickham Road, Suite 403 Melbourne, FL 32940

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# Technical Terms and Abbreviations (cont.)

# FCC

"FCC" means the Federal Communications Commission.

# Governmental Authority

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

# <u>Holidays</u>

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

# <u>ICB</u>

Individual Case Basis" or "ICB" has the meaning set forth in Section 2.35 hereof.

# Interruption

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

# InterLATA Service

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

# Local Exchange Carrier (" LEC")

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

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# Technical Terms and Abbreviations (cont.)

# Local Access and Transport Area ("LATA")

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

# Minimum Service Period

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

### Other Providers

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

### Performance Failure

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

# Regulation(s)

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

# Resale Tariff(s)

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

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# Technical Terms and Abbreviations (cont.)

# Scheduled Interruption

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

# Service(s)

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

# Service Commencement Date

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

# Service Order

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

# Subscriber

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

# <u>TDD</u>

TDD" means a Telecommunications Device for the Deaf.

# Termination (Terminate)

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

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# Technical Terms and Abbreviations (cont.)

## Third Party Billing Companies

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

### Underlying Carrier(s)

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

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# 2. <u>RULES AND REGULATIONS</u>

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

### 2.1 <u>Undertaking of the company</u>

# 2.1.1 <u>Obligation to Provide Service</u>

The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (I) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.

2.1.2 <u>Conditions to Company's Obligations</u> The obligations of the company to provide services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.

# 2.1.3 <u>Right to Discontinue or Block Services</u>

The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and reasonably acceptable to the Company; or (ii) to block Services to any Subscriber location or any authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

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## 2. <u>RULES AND REGULATIONS</u> (CONT'D)

- 22 Responsibility and Use
  - 2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (I) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.
  - 2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

# 2.3 <u>Transmission</u>

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

# 2.4 <u>Call blocking</u>

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

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### 2. <u>RULES AND REGULATIONS</u> (CONT'D)

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

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## 2. <u>RULES AND REGULATIONS</u> (CONT'D)

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

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# 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.7 <u>Title</u>

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

# 2.8 <u>Customer Premises</u>

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

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# 2. <u>RULES AND REGULATIONS</u> (CONT'D)

## 29 <u>Non-routine maintenance and installation</u>

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

### 2.10 <u>Interruption</u>

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

### 2.11 Service commencement and acceptance

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

#### 212 <u>Minimum Service Period</u>

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

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By: Thomas E Biddix, President 6905 N. Wickham Road, Suite 403 Melbourne, FL 32940

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### 2. <u>RULES AND REGULATIONS</u> (CONT'D)

## 2.13 Service Order Cancellation

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

### 2.14 <u>Billing and Payments</u>

- 2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access. Customer's charges for Credit Card Calls are subject to any applicable limitations established by Title 12 of the Code of Federal Regulations Part 226 ("Regulation Z") or to any other Regulation.
- 2.14.2 All amounts stated in each monthly invoice are due and payable immediately upon Customer's receipt thereof.
- 2.14.3 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the Subscribers' actual usage, or under such other terms as may be agreed to by the Company and the Customer in writing.
- 2.14.4 Charges for Prepaid telecommunications Service will be billed to Customer on a monthly (30 days) basis, in advance, 20 days before the due date for the following month's service. Customer's Service will be suspended if the amount stated on the monthly invoice is not paid in full by the due date. Customers are given a five day grace period. If the amount due is not paid within the grace period, the Service with be disconnected. Prepaid service customers may pay their monthly bills with a cashier's check, money order, cash, MoneyGram, Western Union, credit card, Emphasis or ACH payment directly to Ren-Tel Communications, Inc. or at an authorized Company agent.

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## 2. <u>RULES AND REGULATIONS</u> (CONT'D)

- 2.14 Billing and Payments (cont.)
  - 2.14.5 Except as otherwise provided in this Tariff, the Company, at its sole Option, may Terminate Services in the event Customer fails to pay any invoice within five (5) calendar days after the due date stated thereon, subject to five (5) business days prior written notice and to any other applicable Commission Regulations provided. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within ten (10) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, Customer will have the right to Obtain Commission investigation of any disputed invoice before Service is disconnected in accordance with Regulation.

### 2.15 Late Payment

Since the non-payment of invoices will result in termination of service there are no charges or provisions for late payments.

#### 2.16 Deposits

The company has no deposit requirement established. No customer will be refused service provided they pay the required prepaid service charge for one month's service plus connection costs at the time of order placement.

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## 2. <u>RULES AND REGULATIONS</u> (CONT'D)

## 2.17 Advance Payments

# 2.17.1 <u>Recurring Advance Payments</u>

The Company will require all Customers to make advance payments for consumption of Services. The amount of each such advance payment will not exceed the lesser of (a) one month's actual or estimated charges, or (b) the highest amount permitted by any applicable Commission Regulation. Advance payments will be applied to charges for Services in the same manner as other payments.

# 2.17.2 Non-Recurring Advance Payments

The Company may require any Customer to make an advance payment of non recurring charges (e.g., special construction charges) prior to consumption of Services.

### 2.18 Credit Limit

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

## 2.19 <u>Taxes</u>

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

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## 2. <u>RULES AND REGULATIONS</u> (CONT'D)

## 2.20 Discontinuation

2.20.1 By Company

Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefore whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reasons:

- 2.20.1.A by order of a Governmental Authority;
- 2.20.1.B In the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation violation of the provisions of this Tariff, a Service Order, or of any other Regulations, by the Customer, by any Subscriber, or by any other person;
- 2.20.1.C Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder; or
- 2.20. 1.D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.
- 2.20.2 By Customer

The Customer may Terminate Service upon thirty (30) days prior verbal notice, provided however, that Customer, upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all nonrecurring Charges applicable to the remainder of said MSP.

# 2.21 <u>Restoration of Services</u>

The Company shall restore any Terminated Service in accordance with Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

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Ren-Tel Communications, Inc. (T)

## 2. <u>RULES AND REGULATIONS</u> (CONT'D)

- 2.22 <u>Limitation of Liability</u>
  - 2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense, (including without limitation reasonable attorney's fees) (I) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.
  - 2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 hereof.
  - 2.22.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.
  - 2.22.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.
  - 2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

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Ren-Tel Communications, Inc. (T)

## 2. <u>RULES AND REGULATIONS</u> (CONT'D)

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

# 2.23 Disclaimer

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

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

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Ren-Tel Communications, Inc. (T)

### 2. <u>RULES AND REGULATIONS</u> (CONT'D)

# 2.24 <u>Indemnification</u>

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any, and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from Injury to or death of any person (including Injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such Injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

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## 2. <u>RULES AND REGULATIONS</u> (CONT'D)

# 2.25 Indemnification by Customer

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

- 2.25.1 libel or slander resulting from Subscriber's use of the Services;
- 2.25.2 any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;
- 2.25.3 Infringement of any patent, copyright, trademark, trade name, service mark or Trade secret arising from: (i) the transmission of any material transmitted (a) By any Subscriber of (b) by any other person using the Services provided to any Subscriber, Subscriber location or Authorization Code; or (ii) from the combination Subscriber's use of Services with CPE or with other Subscriber provided facilities or services; and
- 2.25.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

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Ren-Tel Communications, Inc. (T)

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### 2. <u>RULES AND REGULATIONS</u> (CONT'D)

- 2.26 Credits and Credit Allowances
  - 2.26.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to leave 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is to be rounded to the nearest hour.
  - 2.26.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars (\$20.00), subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.

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Ren-Tel Communications, Inc. (T)

Missouri PSC Tariff No. 4 First Revised Page 29 Replaces Original Page 29

### 2. <u>RULES AND REGULATIONS</u> (CONT'D)

- 2.26 <u>Credits and Credit Allowances</u> (cont'd)
  - 2.26.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the minimum Service Period.

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Ren-Tel Communications, Inc. (T)

## 2. <u>RULES AND REGULATIONS</u> (CONT'D)

# 2.27 Local Calling Area

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

# 228 Access to Telephone Relay Service

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

# 2.29 <u>Compliance</u>

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

### 2.30 Force Majeure

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

# 2.31 Full Force and Effect

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

# 2.32 <u>Cooperation</u>

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

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## 2. <u>RULES AND REGULATIONS</u> (CONT'D)

# 2.33 Governing Law

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

### 2.34 Assignment

### 2.34.1 By Customer

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

# 2.34.2 By Company

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

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### 2. <u>RULES AND REGULATIONS</u> (CONT'D)

## 2.35 Special Construction

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

- 2.35.1 where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;
- 2.35.2 where facilities other than those which the Company provides are requested by the Customer;
- 2.35.3 where facilities are requested by the Customer over a route other than that which the Company serves;
- 2.35.4 when Services are requested in a quantity greater than that which the Company would normally provide to a Customer;
- 2.35.5 where Services are requested by a Customer on an expedited basis; or
- 2.35.6 where Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, nonrecurring, and early termination Charges.

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#### 3. <u>DESCRIPTION OF SERVICES</u>

#### 31 <u>Resold Local Exchange Service</u>

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

#### 3.1.1 Prepaid Residential Telecommunications Service ("Prepaid Service")

Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Missouri. Prepaid Service is available only within a Local Calling Area as described in Section 2.27.

#### 3.1.1.A <u>Prepaid Service.</u>

Provides a Customer with a Single, voice-grade communications Channel, including a telephone number and a Directory Listing. The Company's Prepaid Service permits a Customer to: (i) place calls within the Local Calling Area; and (ii) access 911 Service if available in the Customer's Local Calling area. The Company's Prepaid Service does not permit a Customer to originate calls to direct dial (1+) or (O+) toll services or to caller paid information services (i.e., 900, 976, 711). Calls to telephone numbers used for toll services and caller paid information services will be blocked by the Company.

#### 3.1.1.B <u>Standard Features.</u>

Each Prepaid Service Customer is provided local exchange service and long distance minutes. Long distance minutes vary by package.

#### 3.1.1.C <u>Optional Features</u>

Prepaid Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Return/Repeat Dialing, (iii), Three-Way Calling (iv) Caller ID; (v); Unpublished number and (vi) Call Block.

# 3.11.D <u>Rates and Charges</u>

The Company will charge a Prepaid Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.4.1.

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### 3. <u>DESCRIPTION OF SERVICES</u> (CONT'D)

### 3.1 <u>Resold Local Exchange Services (cont.)</u>

- 3.1.2 Optional Service Features
  - 3.1.2.A Call Waiting

A tone signals the Subscriber to indicate that another call is waiting. The Subscriber can answer the second call by flashing the switchook or by hanging up the phone.

### 3.1.2.B <u>Three Way Calling</u>

The Subscriber may sequentially call up to two other Customers' telephone numbers and add the calls together making a three way call.

### 3.1.2.C <u>Unpublished Number</u>

The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

# 3.1.2.D <u>Call Return</u>

The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.

#### 3.1.2.E <u>Call Block</u>

The Subscriber may block incoming telephone calls from unwanted calls by dialing a two digit code.

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### 3. <u>DESCRIPTION OF SERVICES</u> (CONT'D)

- 3.1 <u>Resold Local Exchange Services (cont.)</u>
  - 3.1. <u>Optional Service Features</u> (cont.)

#### 3.1.2.F <u>Caller ID</u>

The Subscriber may view on a display unit Calling Part Name and/or number of incoming telephone calls. When Caller ID is activated on customers Line, the CPN of incoming calls is displayed on the called CPE during the first long silent interval of the cycle.

Per line blocking for the blocking of CPN will be available upon request at no charge only to the following entities for lines over which the official business of the agency in conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to the Company: a) private, nonprofit, tax exempt, domestic violence intervention agencies and b) federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code (\*82 on a touch tone pad or 1182 on a rotary phone) immediately prior to placing a call.

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### 3. <u>DESCRIPTION OF SERVICES</u> (CONT'D)

#### 3.1 <u>Resold Local Exchange Services (cont.)</u>

### 3.1. <u>Optional Service Features</u> (cont.)

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

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

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

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## 3. <u>DESCRIPTION OF SERVICES</u> (CONT'D)

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

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## 3. <u>DESCRIPTION OF SERVICES</u> (CONT'D)

- 3.3 <u>911 Emergency Service</u>
  - 3.3.1 911 Service permits Customers to reach appropriate emergency services including police, fire and medical services.
  - 3.3.2 The Company is obligated to supply the E-911 service provider in the Company's service area(the E-911 service provider) with information necessary to update the E-911 database at the time the Company submits UNE or resale orders to the local exchange company whose facilities are used to provide service pursuant to these tariffs.
  - 3.3.3 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.
  - 3.3.4 By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
  - 3.3.5 The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to \$190.310 RSMO.
  - 3.3.6 At the time the Company provides local basic service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.
  - 3.3.7 At the time the Company provides local basic service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

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## (Reserved for future use)

35 <u>Unlimited Domestic Long Distance</u>

Selected Residential Plans may include unlimited domestic long distance. Unlimited long distance includes voice calls by residential customers to all fifty states. Data, business calls and internet access calls are not included. Residential use is considered to be 2000 minutes or less per month. Any residential customer on this plan that uses more than 2000 minutes per month for more than one consecutive month will have their service suspended.

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### 4. <u>RATES</u>

### 4.1 <u>Return Check Charge</u>

The policy of the Company will be to accept checks on a discretionary basis with a return check charge of thirty dollars (\$30.00).

#### 4.2 <u>Reconnection/Activation Fee</u>

A charge of sixty dollars (\$60.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a Subscriber requests to be reconnected to the Services after the Company has terminated the Services to Subscriber for any reason allowed by this Tariff.

#### 4.3 <u>Promotions</u>

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations (i.e. thirty (30) days written notice to the Commission before implementation).

### 44 <u>Miscellaneous Charges</u>

When charges are waived by Underlying Carrier due to promotions, the Company will also waive the charges. This would include but not limited to Line Connection charges, Line Change Charges, Secondary Charges, etc.. However when there are any charges applicable and due the Underlying Carrier, the Company will pass them on to the end user at the tariff price of the Underlying Carrier.

The installation charges may be paid either in full with application or half at application and the remaining balance deferred over the course of 6 months commencing on the second month's bill. This would be extended to new customers and would not apply to reapplication of customers who have previously been disconnected for non-payment of a bill(s).

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TELECOMMUNICATIONS SERV Ren-Tel Communications, Inc. (T)		Missouri PSC Tariff No. 4 Second Revised Page 41
Rates for Resold Local Exchange Services		Replaces First Revised Page 41
4.5.1.A	Non-recurring Charges	
	Reconnection/ Activation Fee Lifeline Activation ** Restoral Fee Extended Service Fee	\$60.00 \$60.00 \$20.00 \$5.00
4.5.1.B	Recurring Charges	
	Basic Residential Service*	\$23.49
	Call Restriction Directory Listing 911 Service Hearing Impaired Service Access Charge Unlimited Local Calling 100 Long Distance Minutes	Included Included Included Included Included Included
	Premium Residential Service*	\$43.49
	Call Restriction Directory Listing 911 Service Hearing Impaired Service Access Charge Unlimited Local Calling Unlimited Long Distance Minutes Caller ID Call Waiting	Included Included Included Included Included Included Included Included Included
	Call Waiting	

\*Customer may qualify for \$10 Lifeline discount. \*\*Customer may qualify for a \$30.00 Link Up discount.

3 Way Calling

Call Return/Repeat Dialing

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Included

Included

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4.5	Rates for Re	sold Local Exchange Services	Second Revised Page 42 Replaces First Revised Page 42
	4.5.1.D.1	Non-Recurring Charges	
		Add/Change/Delete Features Change Name Change Telephone Number Non-Productive Trip Charge Move-Order	\$20.00 \$20.00 \$20.00 \$90.00 \$20.00
	4.5.1.D.2	Recurring Charges	
		Non-Published Number	\$ 5.00

4.6 <u>Directory Assistance</u>

"1411" Directory Assistance

\$1.99 per call

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Missouri PSC Tariff No. 4 First Revised Page 42.1 Replaces Original Page 42.1

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Missouri PSC Tariff No. 4 First Revised Page 42.4 Replaces Original Page 42.4

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# 5. CUSTOMER INFORMATION BULLETIN

Upon receipt of the Service Order, the Company will personally deliver or mail, by first class mail, the Customer Information Bulletin, the form of which will be as follows:

## IMPORTANT CUSTOMER INFORMATION FOR YOUR REVIEW BEFORE SERVICE CONNECTION

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

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

### Your Telephone Bill

You'll receive a telephone bill from us each month. Ren-Tel Communications, Inc. provides basic local exchange and intrastate long-distance services on a pre-paid and post-paid basis. The Company does not require a deposit for service. For prepaid service customers, payment for each month's service is payable in advance, and payment is due in full within 20 days of the date of the bill. If we do not receive your payment within 30 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for you payment to reach us by the due date.

### **Payment Arrangements**

Payment must be sent to Ren-Tel Communications, Inc., paid online renteltelecom.com/payment or made at one of our agent locations; Payment for service may be made by money order or cash at an authorized agent location. Payments for prepaid service mailed to Ren-Tel Communications, Inc. must be in the form of a money order or certified check. If you are temporarily having difficulty paying your telephone bill, please call Ren-Tel Communications, Inc. 877-973-6835 between 9 AM and 9 PM Eastern Time, Monday through Saturday and ask for the billing department. By doing this, you may avoid having your telephone service suspended or disconnected. Your service shall not be discontinued unless written notice is sent by first-class mail or delivered to you at least five days prior to the date of the proposed discontinuance.

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Ren-Tel Communications, Inc. (T)

# 5. <u>CUSTOMER INFORMATION BULLETIN (cont.)</u>

### **Disconnection or Suspension of Telephone Service**

Your telephone service is subject to suspension and disconnection for any of the reasons listed below. If you do not resolve the reason for suspension or disconnection, your service will first be suspended. If service is suspended, your telephone number is reserved for five days, and if you are reconnected within that time the charge is only \$20.00. If the reason for suspension has not been resolved within the 5-day period of suspension, your service will be disconnected. You will be charged a \$5.00 service extension fee during the five day suspension period for the Services. If service is disconnected, a new telephone number will be assigned and you will be again required to pay a New Activation Fee of \$60.00. Also, in order to be reconnected you must pay any charges required under the "Reconnection of Service" section of this information Bulletin.

Your service may be suspended or disconnected for any of the following reasons:

- 1. Nonpayment of an undisputed delinquent account. Your service will not be discontinued for nonpayment of a delinquent account charge until five days after a charge has become delinquent.
- 2. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- 3. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- 4. Misrepresentation of identity in obtaining telephone utility service.
- 5. Incurring charges with intent not to pay such charges when due.

### **Reconnection of Service**

After local telephone service has been discontinued, Ren-Tel Communications, Inc. will restore your service when the reason for discontinuance has been remedied. Before restoring your service, the following will be required:

- 1. Payment for all undisputed amounts must be received by Ren-Tel Communications, Inc. or its authorized agent.
- 2. The New Activation Fee of \$60.00 must be paid again if your service has been disconnected. This fee will NOT be charged if your service has been suspended.

If your service has been suspended you will be charged, however, a Restoral fee of \$20.00 and an Extension of Service fee of \$5.00. Reconnection must be made during the five-day suspension period.

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# CUSTOMER INFORMATION BULLETIN (cont.)

# **Procedures for Handling Inquiries and Complaints**

Telephone inquiries may be made directly by calling Ren-Tel Communications, Inc. at 1-877-973-6835 between 9 AM and 9 PM Eastern Time, Monday through Saturday. Written inquiries may be made by email to customerservice@renteltelecom.com. Written inquiries may also be directed to:

> Ren-Tel Communications, Inc. 6905 N. Wickham Road, Suite 403 Melbourne, FL 32740

Filing a Complaint with the Missouri Public Service Commission:

If Ren-Tel Communications, Inc. cannot resolve your complaint you may call the Missouri Public Service Commission, located at 200 Madison Street, Suite 100, Jefferson City, Missouri 65101, toll-free at 1-800-392-4211 to file an informal complaint.

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

Also, the Missouri Office of Public Counsel, representing the public before the Public Service Commission, has an office at 200 Madison Street, Suite 650, Jefferson City, Missouri 65101. The Public Counsel's telephone number is 1-573-751-4857.

# **Operator Services and Directory Assistance**

Ren-Tel Communications, Inc. provides operator services or access to directory assistance at the following rate:

1-411

\$1.99 per call

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Ren-Tel Communications, Inc. (T)

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# CUSTOMER INFORMATION BULLETIN (cont.)

## TOLL SERVICES MAY BE BLOCKED

If you are ordering Prepaid Service from Ren-Tel Communications, Inc., you should know that Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Missouri that are within the exchanges (the Local Calling Area) in which Ren-Tel Communications, Inc. is authorized to offer and provide service.

Prepaid Service provides you with a single, voice-grade communications channel, including a telephone number and a Directory Listing. Prepaid Service permits you to:

- (i) place calls within the Local Calling Area;
- (ii) access 911 Service if available in your Local Calling Area;
- (iii) place calls to toll-free (800 or 888) telephone numbers.

Prepaid service does not permit you to originate calls to caller-paid information services (e.g., 900, 976, 711); or to 0- access or services. Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

### **Refund of Activation Fee and First Month's Charges**

The Activation Fee and First Month's service charges are not refundable unless the order is cancelled before Ren-Tel Communications, Inc. has processed the order and/or was not able to establish phone service.

### Minimum Service Period

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

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