

JAMES M. FISCHER, P.C.

ATTORNEY AT LAW
REGULATORY CONSULTANT

101 WEST McCARTY, SUITE 215
JEFFERSON CITY, MO 65101

TELEPHONE (573) 636-6758
FAX (573) 636-0383

August 4, 1998

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

TA-99-47

RE: *In the matter of the application of Southwestern Bell Communications Services, Inc.,
d/b/a Southwestern Bell Long Distance for a Certificate of Service Authority to
provide Interexchange Telecommunications Services within the State of Missouri*

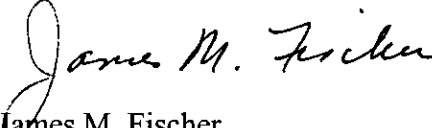
Dear Mr. Roberts:

Enclosed for filing in the above-referenced matter are an original and fourteen (14) copies of the Application and tariffs of Southwestern Bell Communications Services, Inc., d/b/a Southwestern Bell Long Distance.

A copy of the foregoing Application and attached tariffs has been hand-delivered or mailed this date to parties of record.

Thank you for your attention to this matter.

Sincerely,


James M. Fischer

/jr
Enclosure(s)

cc: Office of the Public Counsel

RECEIVED

AUG 4 1998

Records
Public Service Commission

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED

AUG 4 1998

Missouri Public
Service Commission

In the matter of the application of)
Southwestern Bell Communications Services,)
Inc., d/b/a Southwestern Bell Long Distance)
for a Certificate of Service Authority to)
provide Interexchange Telecommunications)
Services within the State of Missouri)

Case No. TA-99-47

APPLICATION

Southwestern Bell Communications Services, Inc., d/b/a Southwestern Bell Long
Distance ("Applicant"), a Delaware and Virginia corporation, files this verified
application respectfully requesting that the Missouri Public Service Commission
("Commission") issue an order that:

- (a) grants Applicant a Certificate of Service Authority to provide Interexchange Telecommunications Services pursuant to Chapter 392 of the Missouri Revised Statutes, conditioned on federal authority to provide in-region interLATA services.
- (b) approves Applicant's tariff rules and regulations, as set forth in the attached tariff.
- (c) waives 4 CSR 240-2.060(4)(H), which requires a 45-day tariff effective date, for Applicant's attached tariff.
- (d) requires Applicant to file a subsequent tariff with the appropriate effective date prior to Applicant's initial provision of Interexchange Telecommunications Services within Missouri.
- (e) grants competitive status to Applicant.
- (f) waives certain Commission rules and statutory provisions pursuant to Section 392.420, RSMo 1994.

RECEIVED

AUG 4 1998

Records
Public Service Commission

In support of its request, Applicant states:

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

Southwestern Bell Communications Services, Inc.
d/b/a Southwestern Bell Long Distance
5850 West Las Positas Boulevard
Pleasanton, California 94588
Telephone (925) 468-5259

2. A copy of Applicant's certificate of authority from the Missouri Secretary of State to do business in Missouri, and registration with the State of Missouri to use the fictitious name Southwestern Bell Long Distance ("SBLD") are attached hereto as Exhibit I.

3. The name and address of Applicant's in-state attorney are:

James M. Fischer
Attorney at Law
101 West McCarty Street, Suite 215
Jefferson City, Missouri 65101
Telephone: (573) 636-6758

4. Applicant is incorporated in the states of Delaware and Virginia. Applicant is a wholly owned subsidiary of SBC Communications Inc. ("SBC"). Applicant is SBC's subsidiary that will offer Interexchange Telecommunications Services. Applicant is structurally separate from Southwestern Bell Telephone Company ("SWBT"), another wholly owned subsidiary of SBC. Applicant is not a subsidiary of SWBT.

5. Applicant possesses the managerial and technical experience, as well as the financial ability, necessary to provide competitive Interexchange Telecommunications Services within the State of Missouri.

6. Applicant requests authority to provide Interexchange Telecommunications Services within Missouri to commercial, residential, governmental, and not-for-profit customers. Such services include intrastate switched and dedicated inbound and outbound interexchange services, calling card services, operator services, directory assistance service, and debit card services. Such service will be available twenty-four (24) hours a day, seven (7) days a week.

Applicant also anticipates seeking and obtaining authority to provide these same services in other states. Under such authority, Applicant may have customers in these other states who, from time to time, travel in Missouri and originate intrastate long distance calls (both interLATA and intraLATA) within Missouri. In certain circumstances, these customers may make calling card or debit card calls within Missouri that are branded with SBCS's other brand names. All of these intrastate calls will be provided under the terms, conditions, and rates in SBLD's intrastate tariff for Missouri.

7. Applicant has attached a tariff to this Application. This tariff contains the rules and regulations applicable to its customers, a description of services to be offered, and illustrative rates for these services. Applicant requests the Commission waive 4 CSR 240-2.060(4)(H) which requires the filing of a tariff with a forty-five (45) day effective

date. Applicant will file its tariff upon certification or as otherwise ordered by the Commission.

8. Applicant will not provide Interexchange Telecommunications Services within Missouri either until authorized to provide in-region interLATA services by the FCC, pursuant to Section 271 of the 1996 Federal Telecommunications Act ("Act"), or until otherwise permitted to do so by federal law.
9. Through this Application, Applicant proposes to resolve with the Commission any issues directly related to Missouri's statutory requirements and the Commission's rules for certification, as well as resolve any issues directly related to Applicant's tariff, as soon as possible. Such resolution will allow Applicant to obtain its Certificate of Service Authority as soon as possible so that Applicant can commence providing competitive Interexchange Telecommunications Services within Missouri as soon as practicable, when permitted to provide in-region interLATA services by federal law.
10. This Application is separate from the filing that SWBT will soon make with the Commission pursuant to Section 271 of the Act. When SWBT's Section 271 filing is made, it will demonstrate SWBT's and Applicant's compliance with the requirements of the Act for obtaining Section 271 relief. The immediate Application demonstrates that SBLD is in compliance with Missouri's statutory requirements and Commission rules for obtaining state certification.

11. Applicant will provide Interexchange Telecommunications Services initially through the resale of services of an underlying carrier which has been certified to operate within Missouri. As financial and operational conditions warrant in the future, Applicant may provide services over its own facilities.

12. Applicant will contract initially with an underlying carrier for operators. Under this arrangement, Applicant's operator services will be branded as SBLD. Applicant's operator services will be offered to end users at traffic aggregator locations (e.g., hotels, motels, and hospitals) under the same terms, conditions, and rates as Applicant's operator services offered directly to customers. In other matters regarding operator services, Applicant agrees to comply with all other requirements established by the Commission for the provisioning of operator services.

13. Customer inquiries will be handled through Applicant's customer service number, which will be printed on all customer bills. Applicant will bill customers directly, through the customers' local exchange carriers, or through a company or affiliate offering such billing services.

14. Applicant requests classification as a competitive telecommunications company within the State of Missouri. This lesser degree of regulation is justified because: (a) the proposed services will be subject to intense competition from interexchange carriers and resellers already certified to operate within Missouri; (b) Applicant currently has zero (0)

percent of the interexchange services market within Missouri; and (c) Applicant's rates will be competitive with those of the interexchange carriers and resellers already operating within Missouri. Granting of this Application, therefore, will increase competition and allow greater price benefits and service options for telephone users in the State of Missouri.

15. Applicant also requests, pursuant to Section 392.420, RSMo 1994, that the Commission waive the application of the following rules and statutory provisions as it relates to the regulation of Applicant:

4 CSR 240-10.020	Depreciation fund income
4 CSR 240-30.010(2)(C)	Posting of exchange rates at central operating offices
4 CSR 240-30.040	Uniform System of Accounts
4 CSR 240-32.030(1)(B)	Exchange boundary maps
4 CSR 240-32.030(1)(C)	Record of access lines
4 CSR 240-32.030(2)	In-state record keeping
4 CSR 240-32.050(3)	Local office record keeping
4 CSR 240-32.050(4)	Telephone directories
4 CSR 240-32.050(5)	Intercept
4 CSR 240-32.050(6)	Telephone number changes
4 CSR 240-32.070(4)	Coin telephones
4 CSR 240-33.030	Minimum charge rules
4 CSR 240-33.040(5)	Finance fee
Section 392.240(1)	Rates--reasonable average return on investment
Section 392.270	Property valuation
Section 392.280	Depreciation rates
Section 392.290	Issuance of securities
Section 392.310	Issuance of stocks and bonds
Section 392.320	Stock dividends
Section 392.330	Issuance of securities, debt and notes
Section 392.340	Reorganization

The above referenced rules and statutory provisions have been waived for other interexchange carriers in prior cases.

16. Applicant, pursuant to Section 386.570 RSMo 1994, will comply with all applicable Commission rules except those which are specifically waived by the Commission pursuant to a request filed by the Applicant.

17. Correspondence or communications pertaining to this Application should be addressed to:

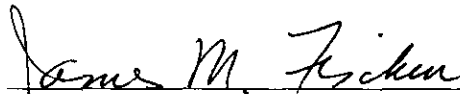
John P. Lube
Director - Regulatory
Southwestern Bell Long Distance
5850 West Las Positas Boulevard
Pleasanton, California 94588
Telephone: (925) 468-5128
Fax: (925) 468-4660

and:

James M. Fischer
Attorney at Law
101 West McCarty Street, Suite 215
Jefferson City, Missouri 65101
Telephone: (573) 636-6758
Fax: (573) 636-0383

WHEREFORE, Applicant respectfully requests that the Missouri Public Service Commission grant it a Certificate of Service Authority to provide Interexchange Telecommunications Services within the State of Missouri, conditioned on federal authority to provide in-region interLATA services. Second, Applicant requests approval of its tariff rules and regulations. Third, Applicant requests a waiver of the 45-day tariff effective date, otherwise required by 4 CSR 240-2.060(4)(H); Applicant will file a subsequent tariff with the appropriate effective date prior to Applicant's initial provision of Interexchange Telecommunications Services within Missouri. Fourth, Applicant requests classification as a competitive telecommunications company. Last, Applicant requests a waiver of the above referenced rules and statutory provisions, pursuant to Section 392.420, RSMo 1994.

Respectfully submitted,



James M. Fischer

Mo. Bar No. 27543

Attorney at Law

101 West McCarty Street, Suite 215

Jefferson City, Missouri 65101

Telephone: (573) 636-6758

Fax: (573) 636-0383

Christopher L. Rasmussen

Senior Counsel

5850 West Los Positas Boulevard

Pleasanton, California 94588

Telephone: (925) 468-5288

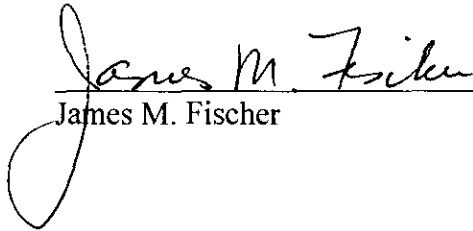
Fax: (925) 468-4626

ATTORNEYS FOR APPLICANT

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, postage prepaid, this 4th day of August, 1998,
to:

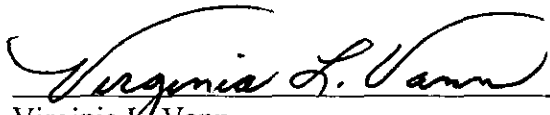
Office of Public Counsel
P. O. Box 7800
Jefferson City, Missouri 65102


James M. Fischer

VERIFICATION

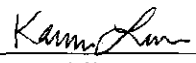
STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

Virginia L. Vann, being first duly sworn, on her oath and in her capacity as President of Southwestern Bell Communications Services, Inc., states that she is authorized to execute on behalf of Southwestern Bell Communications Services, Inc. this Application, and has knowledge of the matters stated in this Application, and that said matters are true and correct to the best of her knowledge and belief.



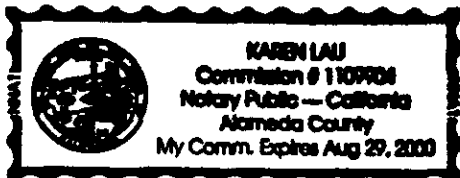
Virginia L. Vann
President

Subscribed and sworn to before me this 3rd day of August, 1998.



Notary Public

My Commission Expires:



STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF CORPORATE RECORDS

SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.

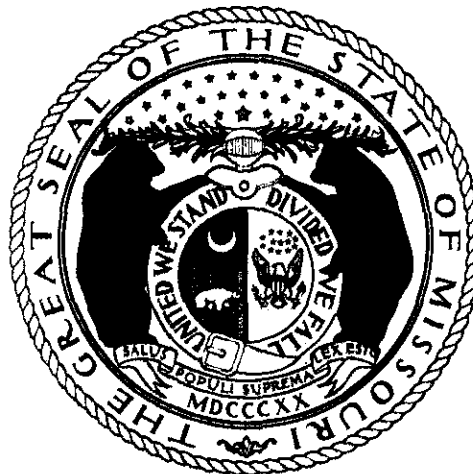
USING IN MISSOURI THE NAME

SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.

I, REBECCA MCDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI AND KEEPER OF THE GREAT SEAL THEREOF, DO HEREBY CERTIFY THAT THE ANNEXED PAGES CONTAIN A FULL, TRUE AND COMPLETE COPY OF THE ORIGINAL DOCUMENTS ON FILE AND OF RECORD IN THIS OFFICE.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 14TH DAY OF NOVEMBER, 1997.

Rebecca McDowell Cook
Secretary of State



STATE OF MISSOURI



Rebecca McDowell Cook Secretary of State

I, REBECCA MCDOWELL COOK, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody as Secretary of State show that

SOUTHWESTERN BELL LONG DISTANCE

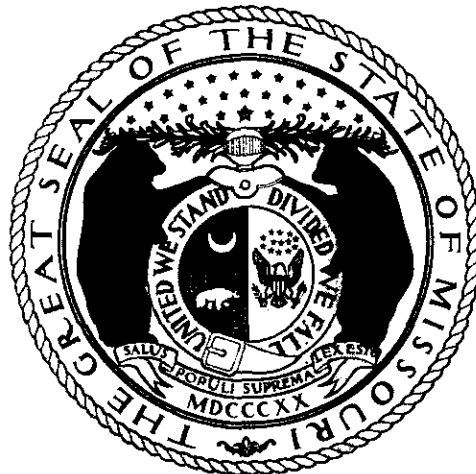
filed a Registration of Fictitious Name in our office on the 2nd day of December, 1996.

I further certify that the above Registration of Fictitious Name is currently active.

I further certify that the above fictitious name is owned by SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC. (#F00412221).

In testimony whereof, I have set my hand and imprinted the Great Seal of the State of Missouri, on this, the 13th day of November, 1997.

Rebecca McDowell Cook
Secretary of State



TELECOMMUNICATIONS SERVICES TARIFF

TITLE SHEET

MISSOURI TELECOMMUNICATIONS TARIFF

This Tariff contains the description, regulations, and rates applicable to the furnishing of telecommunications services provided by Southwestern Bell Communications Services, Inc., d/b/a Southwestern Bell Long Distance within the State of Missouri. This Tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours at Southwestern Bell Long Distance's principal place of business.

Southwestern Bell Long Distance operates as a competitive telecommunications company within the State of Missouri.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

WAIVER OF RULES AND REGULATIONS

The following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

STATUTES

Section 392.240(1)	Rates-reasonable average return on investment
Section 392.270	Property valuation
Section 392.280	Depreciation rates
Section 392.290	Issuance of securities
Section 392.310	Issuance of stocks and bonds
Section 392.320	Stock dividends
Section 392.330	Issuance of securities, debt and notes
Section 392.340	Reorganization

COMMISSION RULES

4 CSR 240-10.020	Depreciation fund income
4 CSR 240-30.010(2)(C)	Posting exchange rates at central operating offices
4 CSR 240-30.040	Uniform System of Accounts
4 CSR 240-32.030(1)(B)	Exchange boundary maps
4 CSR 240-32.030(1)(C)	Record of access lines
4 CSR 240-32.030(2)	In-state record keeping
4 CSR 240-32.050(3)	Local office record keeping
4 CSR 240-32.050(4)	Telephone directories
4 CSR 240-32.050(5)	Intercept
4 CSR 240-32.050(6)	Telephone number changes
4 CSR 240-32.070(4)	Coin telephones
4 CSR 240-33.030	Minimum charge rules
4 CSR 240-33.040(5)	Finance fee

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

CHECK PAGE

All of the pages of this Tariff are effective as of the date shown at the bottom of the page.
Original and revised pages as named below comprise all changes from the original Tariff.

PAGE	REVISION
1	Original Page
2	Original Page
3	Original Page
4	Original Page
5	Original Page
6	Original Page
7	Original Page
8	Original Page
9	Original Page
10	Original Page
11	Original Page
12	Original Page
13	Original Page
14	Original Page
15	Original Page
16	Original Page
17	Original Page

Note: Future revisions to these original Tariff pages will include an updated Check Sheet.
Such Check Sheet will include an (*) beside the applicable page number and the Caption
"Revision No. ___."

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

CHECK PAGE (continued)

PAGE	REVISION
18	Original Page
19	Original Page
20	Original Page
21	Original Page
22	Original Page
23	Original Page
24	Original Page
25	Original Page
26	Original Page
27	Original Page
28	Original Page
29	Original Page
30	Original Page
31	Original Page
32	Original Page
33	Original Page
34	Original Page

Note: Future revisions to these original Tariff pages will include an updated Check Sheet. Such Check Sheet will include an (*) beside the applicable page number and the Caption "Revision No. ____."

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

CHECK PAGE (continued)

PAGE	REVISION
35	Original Page
36	Original Page
37	Original Page
38	Original Page
39	Original Page
40	Original Page
41	Original Page
42	Original Page
43	Original Page
44	Original Page
45	Original Page
46	Original Page
47	Original Page
48	Original Page
49	Original Page
50	Original Page
51	Original Page
52	Original Page
53	Original Page

Note: Future revisions to these original Tariff pages will include an updated Check Sheet. Such Check Sheet will include an (*) beside the applicable page number and the Caption "Revision No. ___."

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

CHECK PAGE (continued)

PAGE	REVISION
54	Original Page
55	Original Page
56	Original Page
57	Original Page
58	Original Page
59	Original Page
60	Original Page
61	Original Page
62	Original Page
63	Original Page
64	Original Page
65	Original Page
66	Original Page
67	Original Page
68	Original Page
69	Original Page
70	Original Page

Note: Future revisions to these original Tariff pages will include an updated Check Sheet. Such Check Sheet will include an (*) beside the applicable page number and the Caption "Revision No. ____."

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

CHECK PAGE (continued)

PAGE	REVISION
71	Original Page
72	Original Page
73	Original Page
74	Original Page
75	Original Page
76	Original Page
77	Original Page
78	Original Page
79	Original Page
80	Original Page
81	Original Page
82	Original Page
83	Original Page
84	Original Page
85	Original Page
86	Original Page
87	Original Page
88	Original Page

Note: Future revisions to these original Tariff pages will include an updated Check Sheet. Such Check Sheet will include an (*) beside the applicable page number and the Caption "Revision No. __."

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

CHECK PAGE (continued)

PAGE	REVISION
89	Original Page
90	Original Page
91	Original Page
92	Original Page
93	Original Page
94	Original Page
95	Original Page
96	Original Page
97	Original Page
98	Original Page
99	Original Page

Note: Future revisions to these original Tariff pages will include an updated Check Sheet. Such Check Sheet will include an (*) beside the applicable page number and the Caption "Revision No. ____."

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

Southwestern Bell Communications Services, Inc.
d/b/a Southwestern Bell Long Distance

P.S.C. Mo. - No. 1
Original Sheet No. 9

TELECOMMUNICATIONS SERVICES TARIFF

THIS PAGE IS RESERVED FOR FUTURE USE

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

Southwestern Bell Communications Services, Inc.
d/b/a Southwestern Bell Long Distance

P.S.C. Mo. - No. 1
Original Sheet No. 10

TELECOMMUNICATIONS SERVICES TARIFF

THIS PAGE IS RESERVED FOR FUTURE USE

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

TABLE OF CONTENTS

Sheet No.

Title Sheet	1
Waivers Granted.....	2
Check Page.....	3
Table of Contents	11
Concurring Carriers.....	14
Connecting Carriers.....	14
Other Participating Carriers.....	14
Service Marks.....	15
Tariff Format	16
Accessibility of Tariff	18
Section 1 - Definitions and Abbreviations	19
Section 2 - Rules and Regulations.....	23
2.1 Application of the Tariff.....	23
2.2 Limitations on Service	24
2.3 Limitation of Liability.....	32

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

TABLE OF CONTENTS (continued)

Sheet No.

Section 2 - Rules and Regulations

2.4	Use of Service	39
2.5	Obligations of the Customer	40
2.6	Obligations of a Reseller	45
2.7	Obtaining Services	48
2.8	Deposits	50
2.9	Advance Payments	53
2.10	Rendering Bill	54
2.11	Disputed Charges	58
2.12	Customer Service	60
2.13	Mileage Measurements	61
2.14	Timing of Calls	62
2.15	Rate Periods	63
2.16	Determining Rate in Effect	65
2.17	Rounding	66
2.18	Taxes and Fees	67
2.19	Interruption of Service	69
2.20	Termination of Service by Customer	71
2.21	Discontinuance of Service by Company	72
2.22	Terminal Equipment	74
2.23	Lost or Stolen Calling Card or PIN	75

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

TABLE OF CONTENTS (continued)

	<u>Sheet No.</u>
Section 3 - Description of Services	78
3.1 Outbound Services	78
3.2 Inbound Services	79
3.3 Alternate Billed Services	80
3.4 Directory Assistance Services	83
3.5 Inward Assistance Services	84
3.6 Miscellaneous Charges	85
Section 4 - Rates and Charges	89
4.1 Outbound Services	89
4.2 Inbound Services	90
4.3 Alternate Billed Services	91
4.4 Directory Assistance Services	93
4.5 Inward Assistance Services	94
4.6 Miscellaneous Charges	95
Section 5 - Promotions	99
5.1 General	99

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

Southwestern Bell Communications Services, Inc.
d/b/a Southwestern Bell Long Distance

P.S.C. Mo. - No. 1
Original Sheet No. 15

TELECOMMUNICATIONS SERVICES TARIFF

SERVICE MARKS

NONE

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right-hand corner of the sheet. Sheets are numbered sequentially and from time to time new sheets may be added to the Tariff. When a new sheet is added between existing sheets, a decimal is added to the preceding sheet number. For example, a new sheet added between Sheet Nos. 3 and 4 would be numbered 3.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right-hand corner of each page. These numbers are used to determine the most current sheet revision on file with the Missouri Public Service Commission. For example, the 3rd Revised Sheet 8 cancels the 2nd Revised Sheet 8. Consult the Check Page for the latest version of each page.
- C. **Explanation of Symbols** - When changes are made in any Tariff sheet, a revised sheet will be issued canceling the Tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:
- (AT) - means addition to text.
 - (C) - means correction.
 - (CP) - means change in practice.
 - (CR) - means change in rate.
 - (CT) - means change in text.
 - (DR) - means discontinued rate.
 - (FC) - means change in format lettering or numbering.
 - (MT) - means moved text.
 - (NR) - means new rate.
 - (RT) - means removal of text.

In addition to symbols for changes, each changed provision in the Tariff shall contain a vertical line in the right hand margin of the sheet which clearly shows the exact number of lines being changed.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

TARIFF FORMAT (continued)

D. Paragraph Numbering Sequence - There are six (6) levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

ACCESSIBILITY OF TARIFF

This Tariff is on file with the Missouri Public Service Commission. Additionally, copies may be inspected during normal business hours at Southwestern Bell Long Distance's principal place of business:

Southwestern Bell Communications Services, Inc.
5850 West Las Positas Boulevard
Pleasanton, California 94588

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

Blocking: Blocking is a temporary condition that may be initiated by the Company so that the Customer cannot use the Company's Services.

Business Customer: Business Customer is a Customer that is not classified as a Residential Customer.

CLEC: CLEC is an acronym for "Competitive Local Exchange Carrier."

Commission: Commission refers to Missouri Public Service Commission.

Company: Company refers to Southwestern Bell Communications Services, Inc. (SBCS) doing business as Southwestern Bell Long Distance (SBLD).

Credit Card: Credit Card refers to Visa®, MasterCard®, or other Credit Card companies as appropriate.

Customer: The Customer is a person or legal entity which subscribes to the Company's Services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (continued)

Cycle Billing: Cycle billing refers to a billing process which renders bills to the various Customers on different days of the month. The bill for a specific Customer is rendered on the same day each month.

Discontinuance: Discontinuance refers to the cessation of Service initiated by the Company.

End User: End User means the person or legal entity which uses the Company's Services.

F.C.C.: F.C.C. refers to the Federal Communications Commission.

LATA: LATA is an acronym for "Local Access Transport Area."

LEC: LEC is an acronym for "Local Exchange Carrier."

PIC: PIC is an acronym for "Primary Interexchange Carrier" which is the long distance carrier to which traffic from a given location is automatically routed when dialing 1+ in equal access areas.

PIN: PIN is an acronym for "Personal Identification Number" which is a unique number assigned to each calling card and other Services for the purpose of accessing Service.

Reseller: Reseller denotes a Customer that resells the Company's Service(s).

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (continued)

Residential Customer: Residential Customer is a Customer who subscribes to a Service for a non-business, non-trade, or non-professional purpose.

Service: Service means any or all Services provided pursuant to this Tariff.

State: State refers to Missouri.

Termination: Termination refers to the cessation of Service initiated by the Customer.

V&H: V&H stands for Vertical and Horizontal Coordinates.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

Southwestern Bell Communications Services, Inc.
d/b/a Southwestern Bell Long Distance

P.S.C. Mo. - No. 1
Original Sheet No. 22

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (continued)

THIS PAGE IS RESERVED FOR FUTURE USE

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.1 Application of the Tariff

This Tariff contains the descriptions, regulations, and rates applicable to intrastate telecommunications Service originating and terminating within the State under the terms of this Tariff. Services are offered by Southwestern Bell Long Distance with principal offices located at 5850 West Las Positas Boulevard, Pleasanton, California 94588.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Limitations on Service

- 2.2.1 Service is offered subject to the availability of facilities, equipment, or systems of the Company, the Company's ability to fulfill the request for Service and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available.
- 2.2.2 All Services provided according to this Tariff are offered in conjunction with the Company's interstate service offering.
- 2.2.3 A third party call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third party call when the Company cannot confirm acceptance of charges at the third number.
- 2.2.4 Conditions under which the Company may, without notice, discontinue Service without liability include:
 - (A) Customer's or End User's use of the Service constitutes a violation of either the provisions of this Tariff or of any laws, government rules, regulations, or policies; or
 - (B) Any order or decision of a court or other governmental authority prohibits the Company from offering such Service when notice is not practical or not permitted by said authority; or

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Limitations on Service (continued)

2.2.4 (continued)

- (C) The Company deems discontinuation necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or
- (D) Customer's or End User's misuse of the Company's network, creating the possibility of or causing actual damage or destruction of the Company's network; or
- (E) Customer's or End User's use of the Company's network for any fraudulent or unlawful purpose; or
- (F) Emergency, threatened, or actual disruption of Service to other Customers; or
- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the Applicant or Customer obtains or continues to receive Service; or
- (H) Abandonment of the premises served.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Limitations on Service (continued)

2.2.5 Conditions under which the Company may, with notice by first class U.S. mail or any other expeditious manner at least five (5) days prior to the proposed date of discontinuance, discontinue Service without liability include, but are not limited to:

- (A) Insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, Credit Card numbers; or
- (B) Failure to pay past due undisputed amounts for Services owed the Company, when the past due amount has been delinquent at least five (5) days, or failure to provide assurances of, or security for, the payment of the Company's charges; or
- (C) Failure to pay a required deposit; or
- (D) Customer's check or draft is returned unpaid for any reason, after two (2) attempts at collection, unless the return is a bank error in which case documentary evidence is required to waive the fee; or

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Limitations on Service (continued)

2.2.5 (continued)

- (E) Company's debit to the Customer's checking account or savings account is rejected by the bank for any reason, after two (2) attempts at collection, unless the return is a bank error in which case documentary evidence is required to waive the fee; or
- (F) Any order or decision of a court or other governmental authority prohibits the Company from offering such Service when notice is practical and permitted by said authority.

2.2.6 Conditions under which the Company may, at any time after written notice has been sent via certified mail, discontinue service without liability include:

- (A) Customer or End User incurs charges not covered by a deposit or guarantee and evidences an intent not to pay such charges when due; or
- (B) Customer or End User damages or evidences an intent to damage telephone utility equipment.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Limitations on Service (continued)

2.2.7 Discontinuance of Service will be subject to the following additional conditions:

- (A) When notice is provided to the Customer, Service may be discontinued during normal business hours on or after the date in the notice of discontinuance.
- (B) A notice of discontinuance shall contain the information specified in the applicable rules of the Missouri Public Service Commission.
- (C) At least twenty-four (24) hours preceding any discontinuance, the Company will make a reasonable effort to contact the Customer regarding the pending discontinuance, and what steps must be taken by the Customer to avoid it.
- (D) Upon a Customer's request, the Company will restore Service, consistent with the applicable rules of the Missouri Public Service Commission, when the cause for discontinuance has been eliminated, and when all necessary payments have been made by the Customer to the Company for the restoration of Service. Such payments made by the Customer's personal check may be refused by the Company if the Customer has tendered payment during the last twelve (12) months in this manner, and a check has been returned unpaid during the same period (unless the return was due to a documented bank error).

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Limitations on Service (continued)

- 2.2.8 Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by the Company, CLECs, or an incumbent local exchange company.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Limitations on Service (continued)

2.2.9 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

- (A) Use of Service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- (B) Use of Service in such a manner as to interfere unreasonably with the use of Service by one (1) or more other Customers; or
- (C) Any calls placed by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer without payment of the applicable charge.

2.2.10 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the waiver of any such term or condition herein.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

Southwestern Bell Communications Services, Inc.
d/b/a Southwestern Bell Long Distance

P.S.C. Mo. - No. 1
Original Sheet No. 31

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Limitations on Service (continued)

- 2.2.11 Recording of telephone conversations provided pursuant to the Company's Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Limitation of Liability

2.3.1 The Company's liability will be limited to that expressly assumed in this Tariff in connection with the provision of Service to Customer.

2.3.2 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service; or
- (B) Damages caused by the fault or negligence or willful misconduct of the Customer; or
- (C) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control; or
- (D) Any direct, indirect, consequential, incidental, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost profit; or

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Limitation of Liability (continued)

2.3.2 (continued)

- (E) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device; or
- (F) Any action, such as Blocking or refusal to accept certain calls, that the Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties; or
- (G) The Company will not be liable for any claim where the Customer indemnifies the Company pursuant to applicable sections of this Tariff.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Limitation of Liability (continued)

- 2.3.3 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. In addition, a portion of or all of the Service may be provided over facilities of third parties, and the Company will not be liable to the Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.3.4 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.5 The Company may rely on CLECs, incumbent LECs, or other third parties to provide a portion of the Company's Service.
- 2.3.6 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Limitation of Liability (continued)

2.3.7 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any commission, agency, department, bureau, corporation or other instrumentality of any one (1) or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Limitation of Liability (continued)

2.3.8 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

2.3.9 In the event the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be Blocked without notice and without liability to the Company. Service may be discontinued by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Limitation of Liability (continued)

- 2.3.10 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge to the Customer as described in this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company will not be liable for damages caused by the negligence or willful misconduct of the Customer.
- 2.3.11 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer by certified or first class U.S. mail or any other expeditious manner, without incurring any liability, discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff.
- 2.3.12 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in accordance with Disputed Charges specified in this Tariff.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Limitation of Liability (continued)

- 2.3.13 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of Customer messages.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.4 Use of Service

- 2.4.1 The Company's Services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.4.2 The Service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The Customer is liable for all obligations under this Tariff in connection with sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of the Company or others.
- 2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes such as use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this Tariff either in whole or in part. Service furnished by the Company will not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

- (A) Any claim asserted against the Company arising out of or relating to the failure of the Company to provide Service to Customers.
- (B) Any and all liabilities, costs, damages, and expenses, resulting from Customer (or its employees, agents or independent contractors) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or rates, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractors.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's material, data, information, or other content transmitted via Service.
- (D) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violation by Customer of the right to privacy.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (F) Any other claims whatsoever relating to, or arising from, message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer in connection with Service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, 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 provision of Service, whatever the cause and whether negligent or otherwise.
- (I) Claims related to lost or stolen calling cards, unless otherwise specified in this Tariff.

- 2.5.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Obligations of the Customer (continued)

- 2.5.3 The Customer is responsible for payment of all charges for Company Service(s) regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part.
- 2.5.4 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.5 The Customer will indemnify and hold the Company harmless from any and all liability not expressly assumed by the Company in this Tariff and arising in connection with the provision of Service to the Customer.
- 2.5.6 The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), billed to the Customer's account code, accepted at the Customer's number(s), billed to a Customer's calling card, or incurred at the specific request of the Customer. The Customer is responsible for paying for all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Obligations of the Customer (continued)

- 2.5.7 The termination or disconnection of Service(s) by the Company pursuant to this Tariff does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under law and equity.
- 2.5.8 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the Company's network do not damage equipment, injure personnel, or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.
- 2.5.9 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. 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.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Obligations of the Customer (continued)

- 2.5.10 The Customer will be liable for reimbursing the Company for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, or contractors.
- 2.5.11 The Customer will indemnify and hold the Company harmless against any and all liabilities, costs, damages, and expenses resulting from claims by third parties that any calling card or PIN have been lost, stolen, or fraudulently issued or used.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Obligations of a Reseller

- 2.6.1 In addition to the obligations contained elsewhere in this Tariff, the following additional obligations apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably discontinuing Service(s) without incurring any liability. Notification of discontinuance of Service(s) may be in writing or in another expeditious manner selected by the Company.
- 2.6.2 In the event of non-payment by a Reseller's End User, the Company may be requested by the Reseller to Block such End User's calling card number and PIN because of non-payment of charges. The Reseller must certify that proper notice has been given to the premises owner/occupant at such location. Proper notice must meet state and federal rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or Block the location from Service(s).
- 2.6.3 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.
- 2.6.4 In addition to the other provisions in this Tariff, Customers reselling Service will be responsible for all interaction and interface with their own subscribers or Customers. The provision of Company Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Obligations of a Reseller (continued)

2.6.5 If the Customer resells Services, the Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.

2.6.6 In addition to the other provisions in this Tariff, Resellers must have the appropriate authority in all areas where Reseller provides Service. Resellers of the Company's Services are responsible for maintaining all necessary State and F.C.C. tariffs for operating as a Reseller and for complying with all rules and regulations as set forth by the Commission. Further, the Reseller also assumes full responsibility for complying with all applicable state and federal laws; and the rules, regulations, and decisions of the F.C.C.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Obligations of a Reseller (continued)

2.6.7 If a Reseller switches a subscriber's long distance company without obtaining permission from the subscriber, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different IXC. In instances where the Reseller has presubscribed lines and/or locations to its Service without proper authorization, the Reseller must:

- (A) Inform the premises owner/occupant at each location of the unauthorized change in IXCs; and
- (B) Insure that each such location is returned to the IXC of choice; and
- (C) Pay all applicable conversion charges.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.7 Obtaining Services

2.7.1 General

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate. Upon the Company's acceptance of this documentation, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service offered by the Company will be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with the applicable tariffs of the Company. The Applicant must also establish credit satisfactory to the Company as provided as follows.

2.7.2 Establishment of Credit

(A) Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.7 Obtaining Services (continued)

2.7.2 (continued)

(B) Customer

If the conditions of Services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Deposits

2.8.1 Deposits from applicants or Customers may be required by the Company under the following conditions:

- (A) The Company may require a deposit if an Applicant or Customer is unable to establish that prior service was obtained from a telecommunications company for a period of at least twelve (12) months, and that all undisputed charges during that period were paid in full on time.
- (B) The Company may require a deposit as a condition for continued service if:
 - 1. the Customer has delinquent undisputed charges in two (2) of the last twelve (12) billing periods; or
 - 2. the Customer had service disconnected at any time during the preceding twelve (12) billing periods; or
 - 3. the Customer incurs charges in any one (1) billing period which are equal to at least four hundred percent (400%) of the amount of deposit previously required from the Customer.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Deposits (continued)

2.8.1 Deposits will be subject to the following terms:

- (A) A deposit will not exceed estimated charges for two (2) months' service based on the Customer's average bill during the preceding twelve (12) months or estimated for the next twelve (12) months by the Company and the Applicant or Customer.
- (B) A deposit will earn interest at a rate of six percent (6%) simple interest per annum. This interest will be credited annually to the Customer's account, or paid upon return of the deposit to the Customer, whichever occurs first.
- (C) No further interest will accrue on a deposit after the date on which the Company made a reasonable effort to return the deposit to the Customer.
- (D) The Company will return a deposit to the Customer if the Customer has paid all undisputed charges in full, on time during the last twelve (12) consecutive billing periods. The deposit, along with any interest not previously credited to the Customer's bill, will be refunded or credited on the Customer's next bill.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Deposits (continued)

2.8.1 (continued)

- (E) If the Customer's Service has been discontinued by the Company or terminated by the Customer, the Company will return any deposit to the Customer. The deposit along with any interest not previously credited to the Customer's bill, will be credited to the Customer's final bill. The Company will refund any credit balance on this final bill to the Customer within twenty-one (21) days of the issuance of the final bill.
- (F) The Company will maintain a record of all deposits received from the Customer. The Company will also send receipts to each Customer from whom a deposit has been received. The Company will prepare these documents in accordance with the applicable rules of the Missouri Public Service Commission.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.9 Advance Payments

- 2.9.1 Customers and Applicants who present an undue risk of nonpayment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in light of changing conditions.
- 2.9.2 In determining whether a Customer presents an undue risk of nonpayment, the Company will consider the following factors:
- (A) The Customer's payment history (if any) with the Company and its affiliates.
 - (B) The Customer's ability to demonstrate adequate ability to pay for the Service.
 - (C) Credit and related information provided by Customer, lawfully obtained from third parties, or that is publicly available.
 - (D) Information relating to the Customer's management, owners, and affiliates (if any).
 - (E) The Customer's actual long distance usage.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.9 Advance Payments (continued)

2.9.3 Unlike deposits, advance payments are credited by the Company to the Customer's next bill(s). No interest accrues to advance payments.

2.10 Rendering Bill

2.10.1 General

- (A) The Company uses cycle billing. The billing period is one (1) month.
- (B) Except for fraud, charges may be assessed for unbilled traffic up to three (3) years in arrears.
- (C) The Company uses direct billing by the Company or an authorized billing agent.
- (D) Charges appearing on the Customer's bill for Service(s) obtained under this Tariff will be only those rates approved by the Missouri Public Service Commission for the Company in this Tariff, as well as all excise, sales, use, gross receipts, or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Rendering Bill (continued)

2.10.1 General (continued)

- (E) Where billing systems allow, Credit Card billing and automatic withdrawal from Customer's checking or savings account are available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash.

2.10.2 Direct Billing by Company or Authorized Billing Agent

- (A) Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. The Customer's bill provided by an authorized billing agent may include the billing agent's service mark.
- (B) Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill.
- (C) Payment Due: Payment in full is due by the due date disclosed on the bill, which is at least twenty-one (21) days after the bill is mailed, except as follows:

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Rendering Bill (continued)

2.10.2 (continued)

- (D) If the Customer has had Service discontinued within the last twelve (12) months or if the Customer incurs charges in any one (1) billing period which are equal to at least four hundred percent (400%) of the amount of the deposit previously required from the Customer, payment may be demanded for the charges by a telephone call to the Customer followed by written notification of such demand sent by first-class mail. If the charges remain unpaid for ten (10) days from rendition of written notification or a mutually established late payment arrangement date or twenty-one (21) days from rendition of the bill, whichever is less, such charges will be deemed delinquent.
- (E) Late Charge Application: If the bill is not paid by five (5) days after the due date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of one and one-half percent (1.5%) of the unpaid balance per month or the allowable rate under applicable state law, whichever is greater. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Rendering Bill (continued)

2.10.3 Credit Card Billing

With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

2.10.4 Automatic Withdrawal from Checking or Savings Account

Where automatic withdrawal is available, the charges for Services provided by the Company are automatically debited from the Customer's designated checking account or savings account. Call detail will be provided by the Company in a separate mailing.

2.10.5 Return Check Fee

In the event that a check or draft tendered by a Customer is returned, a fee of twenty dollars (\$20.00) will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.11 Disputed Charges

- 2.11.1 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within thirty (30) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim.
- 2.11.2 Any such notice from the Customer must be in writing or by telephone message, and must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Written notice must be sent to the Company's customer service address printed on the Customer's bill. Notification by telephone must be made to the Company's toll free telephone number printed on the bill.
- 2.11.3 The Company will record the date, time, and place of the Customer's notice of a disputed charge or a claim; investigate the matter promptly and thoroughly; and attempt to resolve the matter to the satisfaction of the Customer and the Company.
- 2.11.4 Failure of the Customer to participate in the Company's effort to resolve the dispute or claim will constitute a waiver of the Customer's rights to the continuance of Service.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.11 Disputed Charges (continued)

2.11.5 The Customer must pay all undisputed charges as provided for in this Tariff.

2.11.6 Disputes or claims resolved in favor of the Customer will be refunded within thirty (30) days, or credited on the Customer's next bill.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.12 Customer Service

- 2.12.1 The Customer may contact the Company's customer service department in writing or by calling. The Company's customer service address and toll free number are printed on the Customer's bill. For Customers using Credit Card billing or automatic withdrawal from a checking or savings account, the Company's customer service address and toll free number are provided with the Customer's call detail.
- 2.12.2 Excluding holidays, customer service representatives are available Monday through Saturday from 7:00 a.m. to 11:00 p.m. CST/CDT, and Sunday from 12:00 p.m. to 11:00 p.m. CST/CDT.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS *(continued)*

2.13 Mileage Measurements

When applicable, the mileage between rate centers is calculated based on V and H coordinates obtained by reference to AT&T Tariff F.C.C. No. 10. The mileage for a call between access lines within the same rate center is one (1) mile. Calculation of mileage between wire centers for dedicated services is based on V and H coordinates obtained by reference to NECA F.C.C. Tariff No. 4.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.14 Timing of Calls

- 2.14.1 On Station-to-Station calls and on Direct Dialed calls, chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined on standard industry answer detection methods, including hardware and software answer detection.
- 2.14.2 On Person-to-Person calls, chargeable time begins when connection is established between the calling person and the particular person or station specified or an agreed alternate.
- 2.14.3 Chargeable times ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.15 Rate Periods

2.15.1 General

Different rates may be applicable to a call at different times of the day and on certain days of the week, as specified in the appropriate rate schedule for that call.

The rate periods shown below apply. All times shown are local time at the calling station.

2.15.2 Day, Evening, and Night Rate Periods

(A) Business Customers

Rate Period	Times Applicable		Days Applicable
	From	To, But Not Including	
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.15 Rate Periods (continued)

2.15.2 (continued)

(B) Residential Customers

	Times Applicable		
Rate Period	From	To, But Not Including	Days Applicable
Day	7:00 AM	7:00 PM	Mon - Fri
Evening	7:00 PM	7:00 AM	Mon - Fri
Night	All other times.		

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.16 Determining Rate in Effect

2.16.1 General

For outbound Services that are time-of-day sensitive, the time-of-day at the central office or Point Of Presence (POP) associated with the calling station determines the rate in effect. For inbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect. The time at the beginning of each minute of connection determines the applicable rate period. When a message spans more than one (1) rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.

2.16.2 Holiday Rates

Holiday rates apply to calls billed to any of the Company's direct dialed services, calling card services and to operator assisted collect calls and third number billed calls. The evening rate applies on a holiday unless a lower rate would normally apply. The term Holiday denotes the following holidays:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.17 Rounding

Each usage sensitive Service may have its own specific initial period and additional period as specified elsewhere in this Tariff. For all Services, fractions of a billing minute are rounded up to the next higher minute. The usage charges for each completed call during a billing month will be computed. If the charge for the call includes a fraction of a cent of \$.005 or more, the fraction of such charge is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent. Rounding for all Services and charges is on a call-by-call basis.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.18 Taxes and Fees

- 2.18.1 In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, and fees apply to Services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.
- 2.18.2 All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- 2.18.3 In order for a Customer's tax exempt status to be recognized, the Customer must provide the Company, at the time Service is ordered, with copies of documents satisfactory to the Company supporting such status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being collected by the Company and the Customer will be responsible for the payment of all such charges.
- 2.18.4 At the Company's option, the Company may recognize the Customer's tax exempt status upon receipt of the required documentation after Service is ordered, subject to the approval of the taxing authority having jurisdiction. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.18 Taxes and Fees (continued)

- 2.18.5 The Company is not liable for refunding the amount of any taxes paid by the Customers. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority.
- 2.18.6 Tax exempt status of the Customer does not provide an exemption from taxes which the Company is required by the taxing authority to pay.
- 2.18.7 Failure to pay the appropriate taxes prior to tax exempt status being recognized by the Company will result in discontinuance of Service.
- 2.18.8 The Company may, with prior approval of the Commission, adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts the Company is required by governmental or quasi-governmental authorities to pay in support of statutory or regulatory programs, such as a Missouri universal service fund, and compensation to payphone service providers for the use of their payphone instruments to access the Company's Services.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.19 Interruption of Service

- 2.19.1 Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.19.2 To prevent possible unauthorized, fraudulent, or unlawful use of Service, the Company may initiate Blocking on all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.19.3 No credit for recurring monthly charges will be issued for outages less than twenty-four (24) hours in duration. If there is no monthly recurring charge, no credit will be issued. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.19 Interruption of Service (continued)

- 2.19.4 Credit allowances for the interruption of usage sensitive Service are subject to the general liability provisions set forth in this Tariff. It will be the obligation of the Customer to notify the Company immediately of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.20 Termination of Service by Customer

The Company may require the Customer to give thirty (30) days' written notice to the Company to terminate Service. Such notice should be addressed to the Company's Customer Service Center as specified on the Customer's bill.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.21 Discontinuance of Service by Company

2.21.1 General

The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under law and equity. After any applicable notice period set forth in this Tariff, if payment has not been received or a suitable payment plan agreed to by the Company and the Customer, the Company will issue an order to disconnect Service. The actual date and time of disconnection will be determined by the Company.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.21 Discontinuance of Service by Company (continued)

2.21.2 Business Customers

The Company may discontinue Service to the Business Customer for any applicable condition listed in this Tariff. If the Company delivers a notice of discontinuance to the Customer's premises, it will be left in a conspicuous place. When a notice is mailed, the notice will be addressed to the Customer's last known address. The Company will decide whether such notice will be delivered or mailed.

The Company may discontinue Service without notice for any applicable condition listed in this Tariff.

2.21.3 Residential Customers

Discontinuance of Service to Residential Customers will be pursuant to the procedures applicable to Business Customers as set forth in this Tariff.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.22 Terminal Equipment

The Company's Services may be used with Customer provided terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment will be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's Service. When such terminal equipment is used, the equipment will comply with applicable rules and regulations of the F.C.C. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the F.C.C.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.23 Lost or Stolen Calling Card or PIN

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's calling card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new calling card and PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

Southwestern Bell Communications Services, Inc.
d/b/a Southwestern Bell Long Distance

P.S.C. Mo. - No. 1
Original Sheet No. 76

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

THIS PAGE IS RESERVED FOR FUTURE USE

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

Southwestern Bell Communications Services, Inc.
d/b/a Southwestern Bell Long Distance

P.S.C. Mo. - No. 1
Original Sheet No. 77

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

THIS PAGE IS RESERVED FOR FUTURE USE

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services

3.1.1 MTS

MTS is an outbound only, long distance pricing plan available to Customers using Switched Access to reach the long distance network of the Company. MTS may be used for calls originating and terminating within the State. For all calls, the initial and additional periods are billed in increments of one (1) minute. The minimum Service period is one (1) month.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.2 Inbound Services

3.2.1 800 Service

800 Service is an inbound only, long distance pricing plan. Calls are originated from any point in the State on any type of access but are terminated via Switched Access lines to the Customer's location. 800 Service permits calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten (10) digit telephone number, (800/888) NXX-XXXX, and PIN when applicable, which terminates at the Customer's location. 800 Service is available to Customers who utilize Switched Access to reach the long distance network of the Company. For all calls, the initial and additional periods are billed in increments of one (1) minute. The minimum Service period is one (1) month.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.3 Alternate Billed Services

3.3.1 General

Alternate Billed Services include a variety of billing options which Customers use to place calls when away from their established primary Service location. These calls can originate from either tone-generating or rotary-dial instruments. For all calls, the initial and additional periods are billed in increments of one (1) minute.

3.3.2 Application of Charges

There are two (2) rate elements which apply to these calls: (A) a usage charge and (B) a fixed surcharge. The rates are determined by the following criteria: (i) Completion Type (Station-to-Station or Person-to-Person), (ii) Level of Automation Used (Operator Dialed, Operator Assisted, or Automated) and (iii) Billing Option Selected (Calling Card, Collect, Third Number, or Sent Paid)

3.3.3 Completion Type

- (A) Station-to-Station: That service where the person originating the call does not specify a particular person to be reached.
- (B) Person-to-Person: That service where the person originating the call specifies to the operator a particular person to be reached.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.3 Alternate Billed Services (continued)

3.3.4 Level of Automation

These calls may be completed with or without assistance of an operator. There are three (3) levels of automation for Alternate Billed Services. They are:

- (A) Operator Dialed: Operator Dialed service is where the person originating the call dials zero zero (00), or one plus (1+) an 800/888 access number, defaults to the operator, and the operator dials the number and collects billing information for completion of the call. The automated call completion system is not used.
- (B) Operator Assisted: Operator Assisted service is where the person originating the call dials zero plus (0+) or one plus (1+) an 800/888 access number, then dials the desired telephone number, and then waits for the operator to collect the billing information for completion of the call.
- (C) Automated: Automated service is where the person originating the call dials zero plus (0+) or one plus (1+) an 800/888 access number, then dials the desired telephone number, and then inputs the billing information as instructed by the automated call completion system. This call is completed without any assistance from an operator.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.3 Alternate Billed Services (continued)

3.3.5 Billing Options

- (A) Calling Card: Calling Card service is when the Customer charges the call to an authorized Calling Card Number.
- (B) Collect: Collect service is when the Customer requests the charges for the call be reversed provided the charge is accepted at the called service point.
- (C) Third Number: Third Number service is where the Customer provides a telephone number, other than the number they are originating the call from, to bill the call to. The Company will determine the third number to be an authorized number prior to completion of the call.
- (D) Sent Paid: Sent Paid service includes all calls where the Customer originating the call pays for the call by having the call billed to the originating telephone number. This service will initially be restricted to non-coin origination.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.4 Directory Assistance Service

3.4.1 General

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

3.4.2 Availability of Services

Intrastate Directory Assistance is available to any Customer that has access to the directory assistance bureau of the Company and bills the directory assistance call to the originating number, one (1) of the Company's Calling Cards or to a third number.

3.4.3 Application of Charges

The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where no record could be found).

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.5 Inward Assistance Services

3.5.1 General

Inward Assistance Services includes those Services where the Customer needs additional assistance with completing their call. These services are Busy Line Verification and Busy Line Interrupt.

3.5.2 Busy Line Verification

Busy Line Verification provides operator assistance to determine if there is an ongoing conversation at a called station. Busy Line Verification is only available to Customers that bill the call to one (1) of the Company's Calling Card Services or to the Customer's Service account.

3.5.3 Busy Line Interrupt

Busy Line Interrupt provides operator assistance to interrupt an ongoing conversation at a called station. The charge for Busy Line Interrupt applies regardless of whether the interruption is successful. The charge for Busy Line Interrupt is in addition to the charge for Busy Line Verification, and is only available to Customers that bill the call to one (1) of the Company's Calling Card Services or to the Customer's Service account.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.6 Miscellaneous Charges

3.6.1 PIC Change Charge Rebate

When a LEC is asked by a Customer to change the Customer's PIC from one long distance carrier to another, the LEC often charges that Customer for the PIC change. When the Customer has incurred such a charge in changing the PIC to the Company, the Company will rebate that charge to the Customer.

3.6.2 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket No. 96-128, this surcharge applies only to dial-around calls from payphone instruments. This type of surcharge is applied to calls originated using a carrier's 10XXX or 101XXXX access code, a Customer's 1+800/888 + access number, a toll-free number, and a debit card. This surcharge is not applied to 0+ calls for which the payphone provider would otherwise receive compensation.

3.6.3 Universal Service Charge

Services provided pursuant to this Tariff are subject to an undiscountable monthly Universal Service Charge. This monthly charge is computed as a percentage of the Customer's total net intrastate charges, after application of all applicable discounts, credits, and promotions.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

Southwestern Bell Communications Services, Inc.
d/b/a Southwestern Bell Long Distance

P.S.C. Mo. - No. 1
Original Sheet No. 86

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES (continued)

THIS PAGE IS RESERVED FOR FUTURE USE

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

Southwestern Bell Communications Services, Inc.
d/b/a Southwestern Bell Long Distance

P.S.C. Mo. - No. 1
Original Sheet No. 87

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES (continued)

THIS PAGE IS RESERVED FOR FUTURE USE

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

Southwestern Bell Communications Services, Inc.
d/b/a Southwestern Bell Long Distance

P.S.C. Mo. - No. 1
Original Sheet No. 88

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES (continued)

THIS PAGE IS RESERVED FOR FUTURE USE

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES AND CHARGES

4.1 Outbound Services

4.1.1 MTS

The per minute usage rates are as follows:

Rate Mileage	Initial Period			Additional Period		
	Day	Evening	Night	Day	Evening	Night
0 - 10	\$.17	\$.13	\$.11	\$.15	\$.12	\$.09
11 - 22	\$.18	\$.14	\$.11	\$.17	\$.13	\$.11
23 - 55	\$.19	\$.15	\$.12	\$.18	\$.14	\$.11
56 - 124	\$.21	\$.16	\$.13	\$.20	\$.15	\$.12
125 - 292	\$.23	\$.18	\$.14	\$.22	\$.17	\$.14
293 - 430	\$.24	\$.18	\$.15	\$.23	\$.18	\$.14

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

Southwestern Bell Communications Services, Inc.
d/b/a Southwestern Bell Long Distance

P.S.C. Mo. - No. 1
Original Sheet No. 90

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES AND CHARGES (continued)

4.2 Inbound Services

4.2.1 800 Service

The per minute rates are the same as Outbound Services.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES AND CHARGES (continued)

4.3 Alternate Billed Services (continued)

4.3.3 The per completed call surcharges are as follows:

Completion Type	Billing Option	Level of Automation	Surcharge
Station-to-Station	Calling Card	Operator Dialed	\$1.25
		Operator Assisted	\$1.00
		Automated	\$0.75
	Collect	Operator Dialed	\$2.00
		Operator Assisted	\$1.80
		Automated	\$1.50
	Third Number	Operator Dialed	\$2.00
		Operator Assisted	\$1.80
		Automated	\$1.50
	Sent Paid	Operator Dialed	\$2.00
		Operator Assisted	\$1.80
		Automated	\$1.50
Person-to-Person	All	Operator Dialed	\$3.50
		Operator Assisted	\$3.00

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES AND CHARGES (continued)

4.4 Directory Assistance Services

Direct dialed calls to Directory Assistance will be billed at \$0.65 per call. If the Directory Assistance call is billed using one (1) of the Alternate Billed Services, the Alternate Billed Services surcharge will apply in addition to the Directory Assistance Service charge.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES AND CHARGES (continued)

4.5 Inward Assistance Services

4.5.1 Busy Line Verification: The rate is \$4.00 per occurrence.

4.5.2 Busy Line Interrupt: The rate is \$4.00 per occurrence.*

* The Busy Line Interrupt charge is in addition to the Busy Line Verification charge.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES AND CHARGES (continued)

4.6 Miscellaneous Charges

4.6.1 PIC Change Charge Rebate

The amount of this rebate is equal to the amount of the charge by the LEC to the Customer for the change in PIC.

4.6.2 Payphone Surcharge

The Customer shall pay the Company a per call surcharge of \$0.30 for dial-around calls from a payphone instrument.

4.6.3 Universal Service Charge

This monthly charge is equal to X.X% of the Customer's total net intrastate charges, after application of all applicable discounts, credits, and promotions.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

Southwestern Bell Communications Services, Inc.
d/b/a Southwestern Bell Long Distance

P.S.C. Mo. - No. 1
Original Sheet No. 96

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES AND CHARGES (continued)

THIS PAGE IS RESERVED FOR FUTURE USE

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

Southwestern Bell Communications Services, Inc.
d/b/a Southwestern Bell Long Distance

P.S.C. Mo. - No. 1
Original Sheet No. 97

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES AND CHARGES (continued)

THIS PAGE IS RESERVED FOR FUTURE USE

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

Southwestern Bell Communications Services, Inc.
d/b/a Southwestern Bell Long Distance

P.S.C. Mo. - No. 1
Original Sheet No. 98

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES AND CHARGES (continued)

THIS PAGE IS RESERVED FOR FUTURE USE

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective:

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 5 - PROMOTIONS

5.1 General

From time-to-time, the Company may engage in special promotional offerings or trial Service offerings limited to certain dates, times, or locations. Promotional offerings are designed to attract new Customers or to increase an existing Customer's awareness of a particular Tariff offering. Such promotional offerings will be submitted to the Commission for approval prior to their effectiveness.

Issued:

Stanley J. Moore, Vice President-Law and Regulation
5850 West Las Positas Boulevard
Pleasanton, California 94588

Effective: