

MISSOURI TELECOMMUNICATIONS TARIFF

applicable to

Basic Local Exchange Telecommunications Services

provided by

**PNG Telecommunications, Inc.**  
d/b/a PowerNet Global Communications

This Tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed resold and facilities- based local exchange telecommunications services provided by PNG Telecommunications, Inc. d/b/a PowerNet Global Communications within the State of Missouri. This Tariff is on file with the Missouri Public Service Commission ("Commission"). Copies may be inspected during normal business hours at Company's principal place of business, 100 Commercial Drive, Fairfield, Ohio 45014.

PNG Telecommunications, Inc. d/b/a PowerNet Global Communications operates as a competitive telecommunications company within the State of Missouri.

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Issued: December 2, 2004  
Issued by:

Bernie Stevens, President  
100 Commercial Drive  
Fairfield, OH 45014

Effective: January 17, 2005

## **WAIVER OF RULES AND REGULATIONS**

The following Rules and Regulations have been waived for purposes of offering network Services as set forth herein:

### **STATUTES**

392.210.2	uniform system of accounts
392.240.1	rates-rentals-service & physical connections
392.270	valuation of property (ratemaking)
392.280	depreciation accounts
392.290	issuance of securities
392.300.2	acquisition of stock
392.310	stock and debt issuance
392.320	stock dividend payment
392.330	issuance of securities, debts and notes
392.340	reorganization(s)

### **COMMISSION RULES**

4 CSR 240-10.020	depreciation fund income
4 CSR 240-30.040	uniform system of accounts
4 CSR 240-3.550(5)(C)	exchange boundary maps

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### EXPLANATION OF SYMBOLS

When changes are made in any Tariff page, a revised page will be issued replacing the Tariff page affected. Changes will be identified on the revised page through the use of the following symbols:

- (C) To signify all other **Changes**
- (D) To signify a rate **Decrease**
- (I) To signify a rate **Increase**
- (L) To signify material **Relocated** in the Tariff
- (N) To signify a **New** rate or regulation
- (R) To signify a rate **Reduction**
- (T) To signify a change in **Text** but no change in rate or regulation

## **TARIFF FORMAT**

- A. Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, occasionally, when a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its approval process, the most current page number on file with the Commission is not always the page in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).

### **APPLICATION OF TARIFF**

This Tariff sets forth the Service offerings, rates, terms and conditions applicable to the provision of intrastate reseller and facilities-based competitive Basic Local Exchange communications Services offered by PNG Telecommunications, Inc. d/b/a PowerNet Global Communications to Customers located within the State of Missouri by virtue of one-way and/or two-way information transmission.

PNG's Services currently are offered only to Residential Customers

## SECTION 1 – DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff are defined in this section. Other terms having reference only to a specific Service offered by the Company may be defined in the sections applicable to that Service.

**Access Line:** a circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

**Applicant:** the individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to the Company for Services provided as set forth in this Tariff.

**Authorized User:** a person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

**Basic Local Exchange Service:** Service that includes the following:

- Single-party Service;
- Voice grade access to the public switched network;
- Support for local use;
- Dual tone multifrequency signaling (touch-tone);
- Access to emergency Services (E911);
- Access to operator Services;
- Access to Interexchange Services;
- Access to directory assistance; and
- Toll limitation Services.

**Business Customer:** a Business Customer is a Customer who subscribes to the PNG's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

**SECTION 1 – DEFINITIONS AND ABBREVIATIONS, Continued**

**Business Service:** Service will be classified as Business Service if Service is used primarily or substantially for a paid commercial, professional or institutional activity; or

- A. The Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- B. The Service number is listed as the principal or only number for a business in any telecommunications directory; or
- C. The Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

**Called Station:** the terminating point of a call (i.e., the called number).

**Carrier:** an entity certified by the Missouri Public Service Commission (“Commission”) to provide telecommunications Services within Missouri. Companies providing telecommunications Services but for which certification is not required by Commission are also included in this definition.

**Central Office:** a switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one Central Office may be located in the same building.

**Central Office Area:** the specific section of an Exchange Area served by a particular Central Office or by a particular group of Central Offices.

**Channel:** a communications path between two or more points of termination.

**SECTION 1 – DEFINITIONS AND ABBREVIATIONS, Continued**

**Class of Service:** the term used in describing Exchange Service with respect to the character of use to be made of such Service. The Company may furnish Residence only or Residence and Business service. The classification of a Customer's Service as Business or Residential is determined by these regulations, which define the character of use for rate purposes. (See Business Customer and Residential Customer for more details.)

**Commission:** Missouri Public Service Commission

**Company:** PNG Telecommunications, Inc. d/b/a PowerNet Global Communications ("PNG")

**Customer:** the individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which contracts for telephone Service and is responsible for the payment of charges and compliance with the rules and regulations of PNG.

**Customer Premises:** a location(s) designated by the Customer for the purposes of connecting to Company's Services.

**Directory Listing:** the publication in alphabetical directory published by an incumbent LEC of information relative to a subscriber's telephone number, by which telephone Users are enabled to ascertain the telephone number of a desired telephone.

**Discontinuance or Discontinued:** the cessation of service not requested by a customer.

**End User:** Any person, firm, corporation, partnership or other entity which uses the Services of PNG under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer.

**Error:** a discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

**SECTION 1 – DEFINITIONS AND ABBREVIATIONS, Continued**

**Exchange:** a basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

**Exchange Area:** the territory included within the boundaries of an Exchange, as shown on maps on file with the Commission.

**E911 Customer:** a governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

**E911 Service Area:** the geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

**Facility:** Includes, in the aggregate or otherwise, but is not limited to, the following:

Channels	Lines
Apparatus	Devices
Equipment	Accessories
Communications paths	Systems

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

**Final Account:** a Customer whose service has been disconnected who has outstanding charges still owed to the Company.

**SECTION 1 – DEFINITIONS AND ABBREVIATIONS, Continued**

**Handicapped:** a person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 No. 126 dated June 30, 1970).

*Legally Blind:* a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

*Visually Handicapped:* a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

*Physically Handicapped:* a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

**Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

**Installation Charges:** Charges, which are assessed on a non-recurring basis at the establishment of a Service. The terms "Installation Charges" and "non-recurring charges" are used inter-changeably within this Tariff to refer to non-variable charges.

**Interexchange:** Telephone calls, traffic, Facilities or other items that originate in one Exchange and terminate in another.

**Interface:** That point on the Premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

**InterLATA Toll Service:** a toll Service provided for the purpose of making InterLATA calls.



**SECTION 1 – DEFINITIONS AND ABBREVIATIONS, Continued**

**InterLATA:** a term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

**IntraLATA Toll Service:** a toll Service provided for the purpose of making toll calls that originate and terminate in the same LATA but that terminate outside of the Customer's Local Calling Area.

**IntraLATA:** a term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

**Interruption:** the inability to complete calls, either incoming or outgoing or both, due to Company Facilities malfunction or human Errors.

**Joint User:** an individual, partnership, association or corporation sharing a Customer's Exchange Service according to the provisions of this Tariff for such shared use.

**Local Access and Transport Area (LATA):** a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. tariff F.C.C. No. 4 or its successor tariffs.

**Local Calling Area:** One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

**Local Exchange Carrier:** a company that furnishes Local Exchange telecommunications Service.

**Local Exchange Service:** the furnishing of telecommunications Service to individual residence and Business Customers within a specified geographical area for Basic Local Exchange Service.

**Local Exchange Service Area:** the area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of the Company or of other telephone companies.

**SECTION 1 – DEFINITIONS AND ABBREVIATIONS, Continued**

**Person-to-Person:** a call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

**Premises:** the building, or portion or portions of a building, occupied at one time by a Customer either as a residence or for business use.

**Public Safety Answering Point (“PSAP”):** an answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

**Residence Location:** a place in which a person actually lives continuously and which is considered to be the person’s home.

**Residential Customer:** a Residential Customer is a person to whom telecommunications Services are furnished by PNG predominantly for personal or domestic purposes at the person’s dwelling.

**Residential Service:** Service will be classified as Residential Service if none of the conditions of Business Service preceding apply, and:

- A. The use of the Service is primarily and substantially of a social or domestic nature, and
- B. Service is located in a residence or, in the case of a combined business and residence Premises, the Service is located in a bona fide residential quarters of such Premises while Business Service is located in the business quarters of the same Premises.

**SECTION 1 – DEFINITIONS AND ABBREVIATIONS, Continued**

**Service(s):** the intrastate telecommunications services that Company offers as set forth in this Tariff.

**Station:** Telephone equipment from or to which calls are placed.

**Suspend or Suspension** – a temporary discontinuance of service instituted by the Company prior to Discontinuance.

**Telecommunications Relay Service (TRS):** Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

**User:** a Customer or any other person authorized by the Customer to use Service provided under this Tariff.

**Working Day:** Any day on which Company's business office is open and the U.S. Mail is delivered.

## **SECTION 2 – RULES AND REGULATIONS**

### **2.1. UNDERTAKING OF THE COMPANY**

#### **2.1.1. Scope**

The Company undertakes to furnish both reseller and facilities-based competitive local Exchange communications Service within the State of Missouri pursuant to the rates, terms and conditions set forth in this Tariff.

Customers and Users may use Services and Facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the Services and Facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

#### **2.1.2. Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by the Company, when necessary because of lack of Facilities, or due to some other causes beyond the Company's control.
- B. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of the Company's Facilities as well as Facilities the Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of the Company.
- C. Notwithstanding anything else in this Section, the quality of Service will meet or exceed the minimum standards set forth in the Commission Rules as amended from time to time.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY**

**2.1.3. Terms and Conditions**

- A. Business Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B. Business Customers may be required to enter into written Service orders, which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff. Business Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Business Customer of its obligation to pay any charges incurred under the Service order and this Tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
  - 1. The Customer is using the Service in violation of this Tariff; or
  - 2. The Customer is using the Service in violation of the law.
- E. This Tariff shall be interpreted and governed by the laws of the State of Missouri regardless of its choice of laws provision.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.4. Liability of the Company**

Because the Customer has exclusive control of its communications over the Services furnished by the Company, and because Interruptions and Errors incident to these Services are unavoidable, the Services the Company furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, Interruptions, delays, or Errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts or omission, shall be limited to the lesser of \$500 or, in the event of a failure of Service, an amount equal to no more than the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for Interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment, or Facilities, or the acts or omissions or negligence of the Company's employees or agents.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.4. Liability of the Company, Continued**

- B. Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
1. Circumstances Beyond the Company's Control - the Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve the Company's employees.
  2. Acts of Other Entities - the Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the Services the Company offers, or (b) for the acts or omissions of other Carriers or warehousemen.
  3. Acts of the Customer - the Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises equipment purchased or leased from the Company by the Customer.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.4. Liability of the Company, Continued**

B., Continued

4. Damage to Customer's Premises - the Company shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers, or supplying Carriers to the Company, shall be deemed to be agents or employees of the Company.
5. Liability for Acts of Other Carriers or Companies - the Company shall not be liable for any act or omission of any other company or companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.
6. Liability for Transmission Errors - the Company shall not be liable for damages arising out of mistakes, omissions, Interruptions, delays, Errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of Service during which such mistake, omission, Interruption, delay, Error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.



**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.4. Liability of the Company, Continued**

B., Continued

7. Disconnection of Service - the Company shall not be liable for the Disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations; or
8. Violations - the Company shall not be liable for violations of the obligations of the Customer under this Tariff; or
9. Interruption - the Company shall not be liable for the Interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff; or
10. Loss, Destruction or Damage - the Company shall not be liable for any, loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
11. Unlawful Acts - the Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
12. Disclosure - the Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.4. Liability of the Company, Continued**

B., Continued

13. Fees - the Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff; or
14. Caller ID Blocking - the Company shall not be liable for any failures, Errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company; or
15. Unauthorized Use - the Company shall not be liable for any unauthorized use of the Service provided to Customer.

C. Indemnification - Notwithstanding the Customer's obligations as set forth in Section 2.3, the Company shall be indemnified, defended, and held harmless (including costs and reasonable attorney's fees) by the Customer or by others authorized by it to use the Service against any claim, loss or damage arising directly or indirectly from Customer's use of Services furnished under this Tariff, including:

1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's Service; or
2. A breach in the privacy or security of communications transmitted over Company's Facilities; or

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.4. Liability of the Company, Continued**

C. Indemnification, Continued

3. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
4. All other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by the Company as set forth in this Tariff.

D. Limitations of Damages and of Period for Bringing Claims - the entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the Service related to the claim is rendered.

E. Express and Implied Warranties - THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR a PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.4. Liability of the Company, Continued**

- F. Service Installation and Operation - the Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by the Company at such locations. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. Connection to the Company's Network - the Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly Interfaced with the Company's Service, that the signals emitted into the Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service without liability.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.4. Liability of the Company, Continued**

- H. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.
- I. Errors in Billing - the liability of Company for Errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- J. Provision of Service – the Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.4. Liability of the Company, Continued**

**K. Emergency 911 Number Service**

With respect to emergency 911 number Service:

1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person 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 by: (1) mistakes, omissions, Interruptions, delays, Errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and Facilities furnishing this Service.
2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.4. Liability of the Company, Continued**

**L. Directory Listings and Directory Assistance**

Except as provided by Commission rules, in the absence of gross negligence or willful misconduct, the Company has no liability for damages arising from Errors, mistakes in or omissions of Directory Listings, or Errors, mistakes or omissions of listings obtainable from the directory assistance operator, including Errors in the reporting thereof.

1. The Company's liability arising from Errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to the Company and there will be no recovery by a Customer for loss of business to a Customer for Errors or omissions in Directory Listings.
2. Pursuant to 4 CSR 240-32.050(4) (F), in the event of an Error in the telephone number of any Customer listed in the directory, the Company will intercept all calls to the listed number for a reasonable period of time provided existing Central Office equipment will permit, and the number is not a working number. Interception will begin within three (3) Working Days after the Error is discovered and will give the calling party the correct number. In the event of an Error or omission in any Customer information in the directory, such Customer information will be corrected in the files of the directory assistance within three (3) Working Days after the Error is discovered.
3. In conjunction with private and semi-private listing Services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.4. Liability of the Company, Continued**

**L. Directory Listings and Directory Assistance, Continued**

4. When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such government authority. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.
5. Pursuant to 4 CSR 240-32.050 (6), when additions or changes in plant or changes to other operations require that a company change telephone numbers of a group of Customers, the Company will give notice by direct mail or bill insert to all affected Customers at least sixty (60) days prior to the effective date of the change, even though the additions or changes may be coincident with a directory issue.



**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.5. Service-Affecting Activities**

- A. The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or Facilities additions, removals or rearrangements and routine preventative maintenance.
- B. The Company will perform adequate scheduling so as to provide Service to a Customer at a mutually agreed upon time. On a monthly basis, 90% of the commitments to Customers with respect to the date of installation of primary basic Local Exchange Service shall be met. The Company will take corrective action if the rate of met commitments falls below 90% for three (3) consecutive months. Customer-caused delay or Customer-missed appointments will not be figured into the rate of met commitments.
- C. Calls requesting local directory assistance shall be answered within 10 seconds. The Company will take corrective action if its average answer time per month for local directory assistance calls is more than 10 seconds for three (3) consecutive months.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.6. Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, Disconnect, remove, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change any equipment or Facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or Facilities provided by any party other than the Company, including but not limited to the Customer.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.6. Provision of Equipment and Facilities, Continued**

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the Facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Facilities offered under this Tariff and to the maintenance and operation of such Facilities. Subject to this responsibility, the Company shall not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by Customer-provided equipment.

**2.1.7. Non-Routine Installation**

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

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.8. Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of Facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where Facilities are not presently available, and there is no other requirement for the Facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its Services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its Services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent Facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

**2.1.9. Ownership of Facilities**

Title to all Facilities in accordance with this Tariff remains in the Company, its agents or contractors.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.2. PROHIBITED USES**

**2.2.1. No Unlawful Purpose**

The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.2. Compliance Letter Required**

The Company may require business Applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

**2.2.3. No Interference**

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**2.2.4. Assignment Provisions**

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.2. PROHIBITED USES, Continued**

**2.2.5. Company Provided Equipment**

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

**2.2.6. Service Used for Compensation**

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer or Authorized User to share the cost of Service.

**2.2.7. Service Used to Annoy or Harass**

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

**2.2.8. Service Used for Lewd or Obscene Purposes**

Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

**2.2.9. Service Used for Impersonation**

Service shall not be used to impersonate another person with fraudulent or malicious intent.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.2. PROHIBITED USES, Continued**

**2.2.10. Service Used Without Payment**

The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

**2.2.11. Rights and Titles Remain with Company**

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

**2.2.12. Use That Interferes with Other Customers**

If a Customer's use of Service interferes unreasonably with the Service of other Customers, the interfering Customer will be required to take Service in sufficient quantity or of a different class or grade.

**2.2.13. Use for Solicitation by Recorded Messages**

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.2. PROHIBITED USES, Continued**

**2.2.14. Use for Clerical Services**

A Business Customer may extend Service capable of two-way communication to the location of another Business Customer for the purpose of performing clerical services, which include the answering and originating of telephone calls. All regulations governing use of Service and the charges normally associated with the equipment and Channels involved are applicable.

**2.3. OBLIGATIONS OF THE CUSTOMER**

**2.3.1. Payment of Bills and Charges**

- A. The Customer shall be responsible for the payment of all applicable charges pursuant to this Tariff;
- B. The Customer is responsible for the payment of charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- C. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.

**2.3.2. Unauthorized Use**

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.



**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

**2.3.3. Identification**

- A. Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.
- B. The Customer is responsible for establishing identity as often as is necessary during the course of the call or when seeking credits from Company.

**2.3.4. Company-Provided Equipment and Facilities**

- A. Damage to Company Facilities or Equipment - the Customer shall be responsible for reimbursing the Company for damage to, or loss of, the Company's Facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- B. Return of Equipment - Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

**2.3.5. Resources and Rights of Way**

- A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.
- B. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide Local Exchange Service to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.4. Any costs associated with obtaining and maintaining the rights of way described herein, including the costs of altering the structure to permit installation of the Company-provided Facilities, shall be borne entirely by, or may be charged to the Customer by the Company.
- C. The Customer shall be responsible for making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.
- D. The Customer shall be responsible for providing, at no charge to the Company and as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

**2.3.6. Working Conditions**

- A. The Customer shall be responsible for providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- B. The Customer shall be responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's Facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.
- C. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.4. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided Facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service;

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

**2.3.7. Compliance with Regulations**

The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

**2.3.8. Compliance with Law**

The Customer shall be responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company Facilities and equipment in any Customer Premises or the rights of way for which the Customer is responsible under Section 2.4 and granting or obtaining permission for the Company's agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the Facilities or equipment of the Company.

**2.3.9. Liens or Encumbrances**

The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or Facilities or Customer-Premises equipment leased by the Customer from the Company.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

**2.3.10. Relationship**

A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of Customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

**2.3.11. Claims**

With respect to any Service or Facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to the property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, but not limited to, use of the Company's Services and Facilities in a manner not contemplated by the agreement between the Customer and the Company.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

**2.3.12. Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.
- B. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances.
- C. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service Interruptions as set forth in Section 2.6 following is not applicable.
- D. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

**2.3.13. Interconnection of Facilities**

Any special Interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. The Company's Services as detailed in this Tariff may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications Carriers which are applicable to such connections. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

**2.3.14. Inspections**

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned Facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its Facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the Suspension of Service, to protect its Facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4. CUSTOMER EQUIPMENT AND CHANNELS – BUSINESS CUSTOMERS**

**2.4.1. General**

A User may transmit or receive information or signals via the Facilities of the Company. The Company's Services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this Tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this Tariff.

**2.4.2. Station Equipment**

- A. Terminal equipment on the Business User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Business User. The Business User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Business Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Business Customer's expense.



**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4. CUSTOMER EQUIPMENT AND CHANNELS – BUSINESS CUSTOMERS,**  
Continued

**2.4.3. Interconnection of Facilities**

- A. Any special Interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Communication Services and the Channels, Facilities, or equipment of others shall be provided at the Business Customer's expense.
- B. Communication Services may be connected to the Services or Facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications Carriers that are applicable to such connections.
- C. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff. All such terminal equipment shall comply with all applicable federal and state legal and regulatory requirements; and all User-provided wiring shall be installed and maintained in compliance with all such legal and regulatory requirements.
- D. Users may interconnect communications Facilities that are used in whole or in part for interstate communications to Services provided under this Tariff only to the extent that the User is an "End User" as defined below:
- E. "End User" means any Customer of an interstate or foreign telecommunications service that is not a Carrier except that a Carrier other than a telephone company shall be deemed to be an "End User" when such Carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the Premises of such reseller.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4. CUSTOMER EQUIPMENT AND CHANNELS – BUSINESS CUSTOMERS,**  
Continued

**2.4.4. Inspections**

- A. Upon suitable notification to the Business Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Business Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided Facilities, equipment, and wiring in the connection of Customer-provided Facilities and equipment to Company-owned Facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its Facilities, equipment, and personnel. The Company will notify the Business Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Business Customer must take this corrective action and notify the Company of the action taken. If the Business Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the Suspension of Service, to protect its Facilities, equipment and personnel from harm.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS**

**2.5.1. Establishment of Service**

**A. Application for Service**

1. An Applicant for Service may be required by the Company in its sole discretion to sign an application form requesting the Company to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by the Company, together with the provisions of this Tariff, establishes the Contract between the Company and the Customer, which may not be assigned or transferred by the Customer in any manner.
2. If Customer's Service has been terminated and the Customer wishes to reestablish Service, payment of all unpaid, undisputed charges, as well as a Deposit and Advance Payment for all connection charges, may be required prior to re-establishing Service.

**B. Establishment of Credit**

1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, may require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an Applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.1. Establishment of Service, Continued**

B. Establishment of Credit, Continued

2. Company may require any Applicant or Customer to establish and maintain credit in one of the following ways:

- (a) Demonstrating credit satisfactory to Company by providing information pertinent to the Applicant's or Customer's credit standing;
- (b) Providing a suitable guarantee in writing, in a form presubscribed by Company; or
- (c) Paying a cash deposit pursuant to Section 2.5.5.

Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.1. Establishment of Service, Continued**

B. Establishment of Credit, Continued

3. Company will extend credit to an Applicant for new Service without a deposit if the Applicant has verifiable previous or existing telephone service with any telephone company in the United States for at least twelve (12) months, and the payment record is made available and the account history is satisfactory. The payment record of an account will be deemed satisfactory if all the following are met:
  - (a) the previous or existing service was not discontinued for nonpayment, and was not abandoned, within the past twelve (12) months; and
  - (b) the Applicant has not been sent denial notices for previous or existing service within the past twelve (12) months; and
  - (c) the Applicant has paid for all previous and existing service without referral to a collection agency and without a declaration of uncollectibility; and
  - (d) the Applicant provides accurate credit information as appropriate.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.1. Establishment of Service, Continued**

B. Establishment of Credit, Continued

4. Customer credit information may be exchanged between telecommunications companies and other utilities. Customer credit information will be retained for two (2) years, unless otherwise required by the Commission.

If an Applicant for Service is unable to provide satisfactory credit information, Company may refuse to provide Service unless the Applicant furnishes a deposit pursuant to Section 2.5.5.

5. The establishment and reestablishment of acceptable credit does not relieve the Applicant or Customer from compliance with other provisions in this Tariff as to Deposits, Advance Payments and the payment of charges due, and will in no way modify the provisions regarding Disconnection and Termination of Service for failure to pay bills due for Service or Facilities furnished.
6. A Customer may be required to reestablish credit in accordance with this Tariff when the amount of Service furnished or the basis on which credit was formerly established, in the sole discretion of the Company, has significantly changed.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.2. Payment for Service**

- A. Facilities and Service Charges - the Customer is responsible for the payment of all charges for Facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B. Taxes – the Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges, however designated, (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of the Company's Services. Pursuant to 4 CSR 240-33.040 (6) (I) the Company will itemize taxes and surcharges as separate line items on the Customer's bill. All charges other than taxes and franchise fees will be submitted to the Commission for prior approval.
- C. Changes in Service Requested – If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.3. Billing and Collection of Charges**

A. General

1. Service is provided and recurring Service charges billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.
2. Non-recurring charges and charges based on actual usage are billed monthly in arrears, except as provided in Section 2.11.4. (NOTE: Could not find a Section 2.11.4) Flat rate charges will be billed monthly in advance or in arrears.
3. Customers may access their bills by signing on to PNG's Customer Portal at <https://secure.pngcom.com/customerportal/loginform.php>. PNG's primary method of rendering and submitting bills is electronic. Those Customers who do not opt to pay their bills via the Customer Portal may receive a paper bill. A monthly fee of \$1.00 may be charged to Customers who desire a paper bill. The electronic form of bill on the Customer Portal contains all of the same information as the paper bill, as required by Commission rules and regulations and set forth in Section. 2.5.3(B)(6).
4. Company accepts payment by check, bank draft, credit card or electronic funds transfer.



**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.3. Billing and Collection of Charges, Continued**

**B. Residential Billing**

Pursuant to 4 CSR 240-33.040, the Company will adhere to the following billing and payment standards for Residential Customers:

1. The Company, after the initial bill for new Service is rendered, will render a bill during each billing period except when the bill has a “00” balance.
2. Except where otherwise authorized by Commission rules, the Company may render bills on a cyclical basis if the bill is rendered on or about the same day or each month or as otherwise agreed to by the Customer.
3. If the Company does not expressly offer a preferred payment date plan, a Customer shall have at least twenty-one (21) days from the rendition of a bill to pay the charges stated. If the charges remain unpaid for twenty-one (21) days from rendition of the bill such charges will be deemed delinquent.
4. If the Company has a preferred payment date plan which it has expressly offered to all its Customer, the charges are due on or before the due date under the plan. Charges not paid by the due date may be deemed delinquent.
5. The Company may assess a penalty charge upon a delinquent account as set forth in Section 2.5.7.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.3. Billing and Collection of Charges, Continued**

**B. Residential Billing, Continued**

6. Every bill will clearly state the information required by 4 CSR 240-33.040 (6), as set forth below:
  - (a) The number of access lines for which charges are stated;
  - (b) The beginning or ending dates of the billing period for which charges are stated;
  - (c) A statement of the date the bill becomes delinquent if not paid;
  - (d) Penalty fees and advance payments, if any;
  - (e) The unpaid balance, if any;
  - (f) The amount due for basic local service or the packaged rate if basic local service is bundled with other services in a package;
  - (g) An itemization of the amount due for all other regulated or nonregulated services including the date and duration (in minutes or seconds) of each toll call if such service is provided as an individual service;
  - (h) The amount due for all other regulated or nonregulated services offered at a packaged rate and an itemization of each service included in the package;
  - (i) An itemization of the amount due for taxes, franchise fees and other fees and/or surcharges which the telecommunications company, pursuant to its tariffs, bills to customers;
  - (j) The total amount due;
  - (k) A toll free telephone number where inquiries and/or dispute resolutions may be made for each company with charges appearing on the customer's bill;
  - (l) The amount of any deposit, advance payments and/or interest accrued on a deposit which has been credited to the charges stated; and
  - (m) Any other credits and charges applied to the account during the current billing period.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.3. Billing and Collection of Charges, Continued**

B. Residential Billing, Continued

7. The amount of any deposit held by the Company and the interest accrual rate will be stated on the first bill for which a Customer received Service and on the last bill for which the Customer received Service.
8. During the first billing period in which a Customer receives Service, a Customer will receive a bill insert or other written notice that contains an itemized account of the charges for the equipment and Service for which the Customer has contracted.

C. Business Billing

[reserved for future use]

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.3. Billing and Collection of Charges, Continued**

D. Excessive Usage

If a Customer accumulates, within any consecutive five (5) day period, usage charges exceeding twice the average monthly usage charges for the previous two (2) monthly billing periods, and the Customer's credit record indicates that satisfactory payment may not be made on this amount, Company may issue a special usage bill. The special bill shall be due twenty-one (21) days from the mailing date of the bill, twenty-one (21) days if delivered.

E. Returned Payments

1. Company accepts payment by check, credit card, bank draft and electronic funds transfer.
2. Payment for Services subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons or refused for any reason will incur a nonrecurring charge of fifteen dollars (\$15) per Customer per payment returned or refused.
3. A Customer will be placed on a "cash only" basis upon receipt of two (2) returned checks within a twelve (12)-month period of time. "Cash only" is herein defined as cashier's checks, U.S. currency, or money orders.
4. Receipt of a subsequently dishonored negotiable instrument in response to a notice of Discontinuance will not constitute payment of a Customer's account, and Company will not be required to issue additional notice prior to Discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.

F. Disputes

Billing disputes will be addressed as set forth in Section 2.5.6.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.3. Billing and Collection of Charges, Continued**

G. Settlement Agreements with Residential Customers

Pursuant to 4 CSR 240-33.090 a Residential Customer may obtain an extension of time in which to pay charges due to the Company as set forth below.

1. When a Customer is unable to pay a charge in full when due, the Company will permit the Customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed to by both parties. A copy of the settlement agreement shall be delivered or mailed to the Customer upon request by the Customer.
2. Matters treated by a settlement agreement shall not constitute a basis for a Discontinuance as long as the terms of the settlement agreement are followed.

**2.5.4. Advance Payments**

To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.5. Deposits**

A. Deposits and Guarantees of Payment for Residential Customers

Pursuant to 4 CSR 240-33.050, the Company may require a deposit from a Residential Customer as set forth below.

1. The Company may require a deposit or guarantee as a condition of new Service. The deposit may be required prior to and no more than thirty (30) calendar days after the Company actually provides Service as stated in this Tariff.
2. The Company may require a deposit or guarantee as a condition of continued Service under either of the following circumstances:
  - (a) The Customer has delinquent charges in two (2) out of the last twelve (12) billing periods.
  - (b) The Customer has had Service discontinued as set forth in Section 2.9 at any time during the preceding twelve (12) billing periods.
3. No deposit, guarantee, additional deposit nor additional guarantee will be required by the Company because of race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability or geographical area of residence.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.5. Deposits, Continued**

A. Deposits and Guarantees of Payment for Residential Customers, Continued

4. A deposit will be subject to the following terms:

- (a) It will not exceed estimated charges for two (2) months' Service based on the average bill during the preceding twelve (12) months, or, in the case of new Applicants for Service, the average monthly bill for new Subscribers within a Customer class;
- (b) It will bear interest at a rate which is equal to one percent (1%) above the prime lending rate as published in the *Wall Street Journal*. This rate will be adjusted annually on December 1 using the prime lending rate, as published in the *Wall Street Journal* on the last business day of September of each year, plus one percent (1%). The interest will be credited annually upon the account of the Customer or paid upon the return of the deposit, whichever occurs first. Interest will not accrue on any deposit after the date on which a reasonable effort has been made to return it to the Customer. Records shall be kept of efforts made to return a deposit;
- (c) Upon Discontinuance, it will be credited, with accrued interest, to the charge stated on the final bill and the balance, if any, will be returned to the Customer within twenty-one (21) days of the rendition of such final bill;
- (d) Upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods, it will with accrued interest be promptly refunded or credited against charges stated on subsequent bills. The Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by such deposit;

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.5. Deposits, Continued**

A. Deposits and Guarantees of Payment for Residential Customers, Continued

4., Continued

- (e) the Company will maintain records which show the name of each Customer who has posted a deposit, the current address of such Customer, the date and amount of deposit, the date and amount of interest paid and the earliest possible refund date;
- (f) the Company will upon request provide within ten (10) days a receipt that contains the following information: 1. Name of Customer; 2. Address where the Service for which the deposit is required will be provided; 3. Place where deposit was received or a designated code which identifies the location; 4. Date when the deposit was received; 5. Amount of the deposit; and 6. The terms which govern retention and refund of the deposit;
- (g) the Company will maintain a record of the deposit refunded and interest paid on such deposit for a period of at least two (2) years after the refund is made; and
- (h) the Company will permit a Customer to post a deposit required as a condition of continued Service in two (2) equal monthly installments or as otherwise agreed upon. A company may bill these installments as a line-item on Customer bills.



**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.5. Deposits, Continued**

A. Deposits and Guarantees of Payment for Residential Customers, Continued

5. In lieu of a deposit the Company may accept a written guarantee. The guarantee will not exceed the amount of a cash deposit that the Company could request under this section.
6. A guarantor shall be released upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent, provided it is not in dispute. The Company will provide to the Commission upon request credit criteria and screening procedures, and standardized record keeping and verification procedures for uncollectible accounts.

B. Deposits and Guarantees of Payment for Business Customers

[Reserved for future use]

C. A Deposit may be required in addition to an Advance Payment.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.6. Disputed Bills**

- A. Billing disputes should be addressed to the Company's Customer Service organization via telephone to 800-860-9495. Customer Service representatives are available from twenty-four hours a day, seven (7) days a week.

Customer may also direct inquiries or complaints regarding Service or accounting in writing to the Company at:

PowerNet Global Communications  
Attention: Customer Service  
100 Commercial Drive  
Fairfield, OH 45014

B. Residential Disputed Bills

Pursuant to 4 CSR 240-33.080, the following section sets forth the procedures by which disputes between Residential Customers and the Company are to be resolved.

1. The Customer shall advise the Company that all or part of a charge is in dispute by written notice, in person or by a telephone message directed to the Company during normal business hours. A dispute must be registered with the Company prior to the delinquent date of the charge for a Customer to avoid Discontinuance of Service as provided by these rules.
2. When a Customer advises the Company that all or part of a charge is in dispute, the Company will record the date, time and place the inquiry is made; investigate the inquiry promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.
3. Failure of a Customer to cooperate with the Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the Customer's right to continuance of Service under this Tariff.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.6. Disputed Bills, Continued**

**B. Residential Disputed Bills, Continued**

4. If a Customer disputes a charge, the Customer shall pay an amount to the Company equal to that part of the total bill not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the Customer's prior usage, the nature of the dispute and any other pertinent factors in determining the amount not in dispute. The Company will not discontinue Service to a Customer for nonpayment of charges in dispute while that dispute is pending.
5. If the parties are unable to mutually determine the amount not in dispute, the Customer shall pay to the Company, at the Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute. The Company will not discontinue Service to a Customer for nonpayment of charges in dispute while that dispute is pending.
6. Failure of the Customer to pay to the Company the amount not in dispute within four (4) Working Days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the Customer's right to continuance of Service and the Company may then proceed to discontinue Service as provided in this Tariff.
7. If the dispute is ultimately resolved in the favor of the Customer in whole or in part, any excess moneys paid by the Customer will be refunded promptly.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.6. Disputed Bills, Continued**

**B. Residential Disputed Bills, Continued**

8. If the Company does not resolve the dispute to the satisfaction of the Customer, the Company representative will notify the Customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the Customer may file an informal complaint with the Commission. If a Customer files an informal Complaint with the Commission prior to advising the Company that all or a portion of a bill is in dispute, the Commission shall notify the Customer of the payment required by sections (5) and (6) above.
9. After resolution of the Customer complaint, the Company may treat a Customer complaint or dispute involving the same question or issue based upon the same facts as already determined and is not required to comply with these rules more than once prior to Discontinuance of Service.

**C. The address and telephone number of the Commission are:**

Missouri Public Service Commission  
200 Madison Street, Suite 100  
Jefferson City, MO 65102-0360

Telephone: 573.751.8514  
Toll Free: 800.392.4211

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.7. Late Payment Charges**

- A. Customers will be assessed a late fee on past due amounts in the amount of the lesser of 1.5% per month or the maximum lawful rate under applicable state law.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are bona fide Disputed Amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to Final Accounts.
- D. Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

Interruptions in Service that are not caused by the Customer, or during which the Company does not provide a satisfactory replacement Service, will be credited to the Customer as set forth in 2.6.1 for the part of the Service that the Interruption affects.

**2.6.1. Credit for Interruptions**

- A. The refund to the Customer will be the pro rata part of the month's charge for the period of days and that portion of the Service and Facilities rendered useless or inoperative, as follows:
  - 1. If the Interruption is for twenty four (24) hours or less, no allowance will be made.
  - 2. If the Interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth ( $1/30^{\text{th}}$ ) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.
- B. The refund shall not be applicable for the time that the Company stands ready to repair the Service and the Customer does not provide access to the Company for such restoration work.
- C. The refund may be accomplished by a credit on a subsequent bill for Service.
- D. Credits for Interruptions of Service shall in no event exceed an amount equivalent to the recurring monthly charges for the month of Service during which the event that gave rise to the claim for a credit occurred.
- E. Only those facilities on the interrupted portion of the circuit will receive a credit.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued**

**2.6.2. Cancellation for Service Interruption**

Cancellation or termination of Service by Business Customers due to Service Interruption is permitted only if any circuit experiences a single continuous outage of eight hours or more or cumulative Service credits equaling 16 hours in a continuous 12-month period. The right to cancel Service under this provision applies only to the single circuit that has been subject to the outage or cumulative Service credits.

**2.6.3. Use of Another Means of Communications**

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

**2.7. USE OF CUSTOMER'S SERVICE BY OTHERS**

Joint use arrangements will be permitted for all Services provided under this Tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue Service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each Joint User shall be responsible for the payment of the charges billed to it.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.8. DISCONTINUANCE OF SERVICE BY COMPANY**

**2.8.1. Discontinuance of Service to Residential Customers**

- A. Customers' Service is subject to Suspension and Discontinuance for the reasons listed in Section 2.8.1(B) below. In the event of circumstances in which Company may Discontinue Service, the Company will first Suspend the Customer's Service with notice, if required. If Service is Suspended, the Customer's telephone number is reserved for twenty (20) days. If the Customer's service is restored within twenty (20) days, the Customer is required to pay the Restoral Charge of \$25.00. If the reason for Suspension is not resolved within the twenty (20) day period of Suspension, the Customer's service will be Discontinued according to the Commission's rules and regulations and Sections 2.8.1(C)–(K) below. If Service is Discontinued, a new telephone number will be assigned to the Customer and the Customer will be required to reapply for service as a new Customer, pay all outstanding amounts, pay a deposit, and pay all charges for new service.
- B. Pursuant to 4 CSR 240-33.070, service may be Discontinued for any of the following reasons:
1. Nonpayment of a delinquent charge except as limited by Subsections (B), (D) and (E)
  2. Failure to post a required deposit or guarantee;
  3. Unauthorized use of Company equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
  4. Failure to comply with terms of a settlement agreement;
  5. Refusal after reasonable notice to permit inspection, maintenance or replacement of Company equipment;
  6. Material misrepresentation of identity in obtaining Service; or
  7. As provided by state or federal law.



**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.8. DISCONTINUANCE OF SERVICE BY COMPANY, Continued**

**2.8.1. Discontinuance of Service to Residential Customers, Continued**

- C. Basic local telecommunications Service may not be Discontinued for Customer nonpayment of a delinquent charge for other than basic local telecommunications Services. The failure to pay charges not subject to Commission jurisdiction will not constitute cause for a Discontinuance of basic local telecommunications Service. Nonpayment of the Missouri Universal Service Fund (USF) surcharge will be considered nonpayment of basic local telecommunications Services for the purposes of this rule.
- D. The Company may place global toll blocking and eliminate any optional, non-basic calling features and functions for Customer nonpayment of delinquent charges for other than basic local telecommunications Service.
- E. Service may be discontinued during normal business hours on or after the date specified in the notice of Discontinuance. Basic local telecommunications Service will not be Discontinued on a day when the offices of the Company are not available to facilitate reconnection of basic local telecommunications Service or on a day immediately preceding such day.
- F. Service will not be Discontinued as set forth in Subsection (a) above unless written notice by first-class mail is served on the Customer at least ten (10) days prior to the date of the proposed Discontinuance. Service of notice by mail is complete upon mailing. As an alternative, the Company may deliver a written notice by hand to the Customer at least ninety-six (96) hours prior to Discontinuance.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.8. DISCONTINUANCE OF SERVICE BY COMPANY, Continued**

**2.8.1. Discontinuance of Service to Residential Customers, Continued**

- G. A notice of Discontinuance will contain the following information:
1. The name and address and the telephone number of the Customer;
  2. A statement of the reason for the proposed Discontinuance and the cost for reconnection;
  3. The date after which Service will be discontinued unless appropriate action is taken;
  4. How a Customer may avoid the Discontinuance;
  5. The Customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time;
  6. The telephone number where the Customer may make an inquiry;
  7. A statement that this notice will not be effective if the charges involved are part of an unresolved dispute; and
  8. A statement of the exception for medical emergency under Subsection (H) below.
- H. At least twenty-four (24) hours preceding a Discontinuance of basic local telecommunications Service, the Company will make reasonable efforts to advise the Customer of the proposed Discontinuance and what steps must be taken to avoid it. Reasonable efforts shall include either a written notice in addition to the notice required in Section (E), a door hanger or at least one (1) telephone call attempt to reach the Customer.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.8. DISCONTINUANCE OF SERVICE BY COMPANY, Continued**

**2.8.1. Discontinuance of Service to Residential Customers, Continued**

- I. The Company will postpone a Discontinuance for at least twenty-one (21) days if Service is necessary to obtain emergency medical assistance for a person who is a member of the household where Service is provided and where such person is under the care of a physician. Any person who alleges such emergency, if requested, shall provide the Company with reasonable evidence of such necessity.
- J. Service which has been Discontinued pursuant to this Section 2.8 shall be restored when the causes of Discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the Commission may order pending resolution of any bona fide dispute between the Company and the Customer or Applicant over the Discontinuance.
- K. Payment by personal check may be refused if the Customer, within the last twelve (12) months, has tendered payment in this manner and the check has been dishonored, except when the dishonor is due to bank Error.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.8. DISCONTINUANCE OF SERVICE BY COMPANY, Continued**

**2.8.2. Discontinuance of Service to Business Customers**

[reserved for future use]

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.9. RESTORATION OF SERVICE**

- 2.9.1.** The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.9.2.** Service that has been Suspended or Discontinued pursuant to Section 2.8 of this Tariff shall be restored when the causes of Suspension or Discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit or restoral fee, have been made as provided for in the Tariff; or as the Commission may order pending resolution of any bona fide dispute between the Company and the Customer or Applicant over the Suspension or Discontinuance.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.10. NOTICES AND COMMUNICATIONS**

- 2.10.1.** The Customer will designate an address to which the Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which the Company's bills for Service will be mailed.
- 2.10.2.** The Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.
- 2.10.3.** All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.
- 2.10.4.** The Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.11. FULL FORCE AND EFFECT**

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

**2.12. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

### **SECTION 3 – DESCRIPTION OF SERVICE**

#### **3.1. APPLICATION OF RATES**

##### **3.1.1. General**

The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

- A. Nonrecurring Charges for installation of Facilities and Services;
- B. Monthly Rates for availability and use of Facilities and Services; and
- C. Usage or Transaction Charges (where applicable).

##### **3.1.2. Application of Business and Residential Rates**

- A. The determination as to whether telephone Service should be classified as Business or Residential is based on the character of the use to be made of the Service. Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, Service is classified as Residential Service.
- B. Residence rates apply at the following locations, among others:
  - 1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the Service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
  - 2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has Service at another location where Customer is charged at business rates.

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.1. APPLICATION OF RATES, Continued**

**3.1.2. Application of Business and Residential Rates, Continued**

C. Business rates apply at the following locations, among others:

1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
2. In Residence Locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in Residence Locations where an extension is located at a place where business rates would apply.
3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no Service at business rates at another location.
4. In any Residence Location where there is substantial business use of the Service and the Customer has no Service at business rates.



**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.1. APPLICATION OF RATES, Continued**

**3.1.3. Service Areas**

- A. The Company is authorized to provide Exchange access Services in the portions of Missouri served by the following companies:
- Southwestern Bell Telephone Company (“SBC”)
  - Sprint Missouri, Inc. d/b/a Sprint (“Sprint”)
  - GTE d/b/a Verizon (“Verizon”)
  - Spectra (“Spectra”)
- B. Company's description of Service area in no way compels Company to provide any Service in an area where Facilities or other extenuating factors limit Company's ability to provide Service.

**3.1.4. Local Calling Areas**

- A. The Company will provide Service in SBC Exchanges as listed in Section 5 of this Tariff and in SBC's Local Exchange tariffs on file with the Commission. Company concurs in the Exchange Areas set forth in SBC's tariffs. When facilities and service arrangements permit, this section will be expanded to include the services areas of other Incumbent Local Exchange Carriers with which Company may interconnect in the future.
- B. The Company provides service in the exchanges set forth in Section 5 of this Tariff.

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.2. CHARGES BASED ON DURATION OF USE**

**3.2.1. Duration Rules**

Where charges for a Service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each Service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local Carrier and any intermediate Carrier(s). Timing for operator Service Person-to-Person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX Station called.
- C. Timing terminates on all calls when the calling party hangs up or PNG's network receives an off-hook signal from the terminating Carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

**3.2.2. Applicable Rate Periods**

Where charges for a Service are based on rate periods, applicable rate periods are as indicated in the chart below, unless otherwise specified:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

\* to, but not including (NOTE, they may prefer 4:59PM, 10:59PM and 7:59PM be shown)

Issued: December 2, 2004  
Issued by:

Bernie Stevens, President  
100 Commercial Drive  
Fairfield, OH 45014

Effective: January 17, 2005

### **SECTION 3 – DESCRIPTION OF SERVICE, Continued**

#### **3.3. RATES BASED UPON DISTANCE**

##### **3.3.1 General**

Where charges for Service are specified based upon distance, the following rule applies: Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an Access Line on PNG's network (such as a dedicated 800 or WATS Access Line), PNG will apply the Rate Center of the Customer's main billing telephone number.

##### **3.3.2. Calculating Distance**

Where applicable, the distance between the originating point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by NECA tariff FCC No. 4, in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the originating point and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers.

Formula:

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

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.4. NON-RECURRING CHARGES**

**3.4.1. Connection Charge**

A. Application of Connection Charge

The Connection Charge is a nonrecurring charge that applies to the following:

1. Installation of a new Service;
2. Transfer of an existing Service to a different location;
3. Change from one Class of Service to another at the same or a different location;
4. Restoral of Service, which applies each time a Service is reconnected after Suspension or termination for nonpayment but before cancellation of the Service, as set forth in Section 2.8 of this Tariff; or
5. Installation of an additional line.

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.4. NON-RECURRING CHARGES, Continued**

**3.4.2. Moves, Adds and Changes**

A. The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge as set forth in Section 4 below for the underlying Service will apply as if the work had been done by the Company.

B. The Customer will be assessed a charge for any move, add or change of a Company Service. Move, Add and Change are defined as follows:

Move: The Disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same Premises.

Add: The addition of a vertical Service to existing equipment and/or Service at one location.

Change: Includes rearrangement or reclassification of existing Service at the same location.

**3.4.3. Trouble Isolation Charge**

Trouble isolation and other repair Services are provided to Customers by the underlying Carrier, at the underlying Carrier's rates, terms and conditions, pursuant to the underlying Carrier's local tariff on file with the Commission. The Company bills Customers for trouble isolation and other repair costs at the underlying Carrier's tariffed rates.

**3.4.4. Missed Appointment**

Customer must be available for scheduled appointments or be assessed a missed appointment charge.

**3.4.5. Restoral Charge**

At the Customer's request, and upon payment of all outstanding non-disputed amounts owed by the Customer to the Company for Service, Company will reconnect Customer whose Service has been Suspended for non-payment. A restoral charge will be assessed per occurrence.

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.5. NETWORK EXCHANGE SERVICES**

**3.5.1. General**

Sections 3.7 and 3.8 of this Tariff contain a general description of the Services offered by PNG and the rates applicable to each Service. PNG provides switched, telephonic-quality voice and data transmission Services that enable Users to communicate on a real-time basis between points within Local Calling Areas in the State of Missouri, as well as ancillary Services that facilitate the use or expand the capabilities of switched communications Services. Services may be performed by resale of Services provided by other telephone companies.

A. Basic Local Exchange Service – provides a Customer with a telephonic connection to, and a unique telephone number on, PNG's switching network which enables the Customer to:

1. Receive calls from other Stations on the public switched telephone network;
2. Access PNG's Local Calling Services and other Services as set forth in this Tariff;
3. Access Interexchange calling Services of PNG and of other Carriers;
4. Access (at no additional charge) to PNG's operators and business office for Service related assistance;
5. Access toll-free telecommunications Services such as 800 NPA; and access toll-free emergency Services by dialing 0 or 9-1-1 (where available);
6. Access relay Services for the hearing and/or speech impaired.

Basic Local Exchange Service can also be used to originate calls to other telephone companies' caller-paid information Services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information Services will be blocked by PNG's switch at no charge upon Customer request. PNG Customers are provided with Collect Call, Person to Person, and Third Party Billed Blocking Service automatically upon subscription to PNG's Services at no charge. Each Basic Local Exchange Service corresponds to one or more telephonic communications Channels that can be used to place or receive one call at a time.

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.5. NETWORK EXCHANGE SERVICE, Continued**

**3.5.1. General, Continued**

- B. Exchange Access Line – Individual line Residence and Business Service is comprised of Exchange Access Lines defined as the Service Central Office line equipment and all PNG plant Facilities up to the demarcation point. These Facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll Service and for local calling appropriate to the Tariffed use offering selected by the Customer.
- C. Timing of Calls
  - 1. Calls are billed in one (1) minute increments unless otherwise noted.
  - 2. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment.
  - 3. Calls less than the minimum length will be rounded to the minimum length.
  - 4. There is no billing for incomplete calls
  - 5. For Station-to-Station calls, call timing begins when a connection is established between the calling telephone and the called telephone Station.
  - 6. For Person-to-Person calls, call timing begins when connection is established between the calling person and the particular person, Station or mobile unit specified or an agreed alternate.
  - 7. Call timing 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 automatic timing equipment in the telephone network or by the Company operator.

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.5. NETWORK EXCHANGE SERVICE, Continued**

**3.5.1. General, Continued**

**D. Call Charges**

1. Based on Duration - Rates are based on the duration of the call as measured according to section 3.5.1(C) above.
2. Mileage and Time Periods - Rates do not vary between time periods or with mileage.
3. Per Call Charges - Where live or automated operator assistance is required for call completion or billing, a per-call Service charge applies. The per call Service Charge is assessed in addition to any applicable rate based on call duration.
4. Zones - Service rates are differentiated by Service zone, as set forth in Section 3.14 below.

**3.5.2. Services Offered**

**A. Residential Network Switched Services**

1. Local Service
  - (a) Network Exchange Dial Tone Only Service
  - (b) PowerNet Global Basic Service
2. Bundled Services
  - (a) PowerNet Global Unlimited Bundled Service
  - (b) PowerNet Global Basic Plus Bundled Service



**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.5. NETWORK EXCHANGE SERVICE, Continued**

**3.5.2. Services Offered, Continued**

B. Business Network Switched Services

[Reserved for Future Use]

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.6. RESIDENTIAL SERVICES**

Rates and charges for Service vary by Service zone as set forth in Section 4 (Rates) and 3.14 (Zones). Local Exchange Service Areas are described in sections 3.1.3 and 3.1.4. The Services and Packages in this section are offered to Residential Customers only.

**3.6.1. Residential Basic Local Service**

**A. Network Exchange Dial Tone Only Service**

Provides Customers with local calling Service at a per minute rate. The Customer may also subscribe to PNG's IntraLATA and InterLATA long distance services at a per minute rate. Customers may add the Feature Package or individual customer calling features for an additional monthly charge.

**B. PowerNet Global Basic Service**

Provides Customers with unlimited local calls for a flat monthly rate. Customers may subscribe to PNG's IntraLATA and InterLATA long distance service at a per minute rate. Customers may add the Feature Package or individual custom calling features for an additional monthly charge.

**3.6.2. Residential Bundled Services**

**A. General - Network Exchange Bundled Service is a bundle or package of telecommunications Services including Basic Service, intrastate and interstate long distance Service and custom calling features.**

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.6. RESIDENTIAL SERVICES, Continued**

**3.6.2. Residential Bundled Services, Continued**

- B. Bundled Service Packages -Residential packages may include Basic Service, IntraLATA Toll Service, InterLATA Toll Service. Wireless Service, voice mail and/or Internet access may be available with some packages at an additional charge.
1. Unlimited Package – Provides Customers with a combination of unlimited local calling and unlimited long distance calling in the United States and Canada, as well as the following custom calling features package for one single monthly rate: Caller I.D. with Name, Call Waiting, Call Forwarding, Three-Way Calling and Speed Dial 8.
  2. Basic Plus Package – Provides Customers with Unlimited local calls, and includes the following features at no extra cost: Caller I.D. with Name, Call Waiting, Call Forwarding, Three-Way Calling and Speed Dial 8. Presubscribed InterLATA and IntraLATA long distance calls are billed at a per minute rate.

**3.6.3. Feature Package**

Provides Customers with the following features at one monthly rate: Caller I.D. with name, Call Waiting, Call Forwarding, Three-Way Calling and Speed Dial 8.

**3.6.4. Per Use Custom Calling Features**

Customers may utilize the following custom calling features on a per use basis: Repeat Dialing (\*66), Number ID Blocking Activation (\*67), Last Call Return (\*69).

**3.6.5. Non Package Custom Calling Features**

Customers also may choose to subscribe to certain individually available custom calling features for a monthly fee per feature, as set forth below. Custom calling features available on an individual basis are as follows: All Call Blocking, Automatic Call Rejection, Caller ID With Name, Call Forwarding- Variable, Call Forwarding – No Answer/Busy Line, Call Waiting, Call Waiting with ID, Speed Dial 8, Speed Dial 30 and 3-Way Calling.

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.7. BUSINESS SERVICES**

[Reserved for Future Use]

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.8. DIRECTORY LISTINGS**

**3.8.1. Regulations**

A. Primary Listing

For each Customer of Company-provided Exchange Access Service(s), PNG shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no additional charge. for Customers with multiple Premises served by PNG, PNG will arrange for a listing of the main billing telephone number at each premise.

B. Length of Directory White Pages Listing

The Company reserves the right to limit the length of any White Pages Directory Listing by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one (1) line is required to properly list the Customer, additional charges will not apply.

C. Right of Refusal

The Company may refuse a White Pages Directory Listing which is known not to constitute a legally authorized or adopted name, where obscenities or offensive material appear in the listing, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.8. DIRECTORY LISTINGS, Continued**

**3.8.1. Regulations, Continued**

D. Sections

Each White Pages Directory Listing must be designated as either “Government”, “Business” or “Residence” so that it can be placed in the appropriate section of the White Pages Directory. In order to aid the User of the White Pages Directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

E. Schedule

In order for listings to appear in an upcoming White Pages Directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.

F. Other Requirements

The Customer's White Pages Directory Listing may be subject to other requirements imposed by the ILEC publishing the telephone directory.

**3.8.2. Descriptions**

White Pages Directory Listings are provided in connection with each Customer’s Service as specified herein.

A. Primary Listing

A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. A primary White Pages Directory Listing is provided in connection with Local Exchange Service at no additional charge.

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.8. DIRECTORY LISTINGS, Continued**

**3.8.2. Descriptions, Continued**

**B. Additional Listings**

In connection with Business Service, additional listings are available to be printed in the White Pages Directory in the names of Authorized Users of the Customer's Service, as defined herein. Rates for additional listings are specified in this Tariff.

**C. Non-published Listings**

Listings that are not printed in the White Pages Directory are referred to as Non-published Listings. These types of listings are not available from Directory Assistance and are omitted or deleted from Directory Assistance records. Non-published Listing Service will be furnished, at the Customer's request, subject to the provisions of and charges in this Tariff.

**D. Non-listed Service**

Non-listed Service will be furnished at the Customer's request, providing for the omission of the Customer's listing from the White Pages Directory. Such listings will be maintained in the Directory Assistance database and other records and will be provided upon request to callers of Directory Assistance. Charges for Non-listed Service are specified in this Tariff.

**E. Disclosure of Non-published or Non-listed Numbers**

Pursuant to 4 CSR 240-32.050 (4) (G) the Company will disclose the conditions under which the Customer's name or telephone number or both, when designated as "nonpublished" or "unlisted", will be made available to the public. The disclosure shall indicate whether caller ID will display "nonpublished" or "unlisted" Customer names and/or telephone numbers without the caller affirmatively blocking this information. The directory shall also advise Customers how to block unlisted and unpublished numbers.

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.9. DIRECTORY ASSISTANCE SERVICE**

- 3.91.** PNG furnishes Directory Assistance Service for the purpose of aiding subscribers in obtaining telephone numbers through arrangements with the incumbent Local Exchange Carrier when a party requests assistance in obtaining telephone numbers of subscribers who are located within the same numbering plan area as the number the party is calling from.
- 3.9.2.** Pursuant to 4 CSR 240-32.050 (4) (E), the Company will list its Customers with directory assistance except for Customers with unlisted numbers so that requested telephone numbers can be provided based on Customers' names and their addresses, if available. The Customer's number will be available through directory assistance within three (3) Working Days after the time the Customer's Service becomes operational.
- 3.9.3.** Pursuant to 4 CSR 240-32.050 (5), whenever any Customer's telephone number is changed after a directory is published, the Company will intercept all calls to the former number for a reasonable period of time and give the calling party the new number, provided existing Central Office equipment will permit and the Customer so requests.
- 3.9.5** There are no call allowances for Directory Assistance.



**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.10. OPERATOR SERVICES**

**3.10.1 Generally**

Local operator handled calling services are provided to Customers and Users of Company provided service. Per Call charges which reflect the level of operator assistance and billing arrangement requested by the Customer apply in addition to any other applicable local usage charges. Company provides collect call, third-party billed and person-to-person call blocking automatically upon subscription at no charge. Thus, Customers may dial, but may not receive or be billed for, these types of calls.

**3.10.2 Busy Line Verification and Line Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local Service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the Call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the Call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that Facilities permit.

**SECTION 3 - DESCRIPTION OF SERVICE, Continued**

**3.11. ADDITIONAL CHARGES**

In addition to the Service charges described elsewhere in this Tariff, the following charges apply to each individual Exchange Access Service line unless otherwise specified.

**3.11.1. Subscriber Line Charge**

As established by the Federal Communications Commission applies in addition to the monthly Basic Exchange Access Services rate described above.

**3.11.2. Other Government Fees or Charges**

Any applicable municipal, state or federal taxes, telecommunications municipal infrastructure maintenance fees or other charges.

**3.11.3. Casual Traffic Charges**

Charges that are derived from third party calls (e.g. 10XXX, 900/976, third party calls initiated by Customer through PNG's system) and trafficked over PNG's system.

**3.11.4. Primary Interexchange Carrier Change Charge**

Customers may be presubscribed to the Carrier of their choice for both InterLATA and IntraLATA Service. The Customer will incur a charge each time there is a change in the long distance Carrier associated with the Customer's IntraLATA or InterLATA Service after the initial installation of Service.

**3.11.5. Local Number Portability (LNP)**

Customers are assessed this fee for costs incurred when an End-User switches local Carriers while maintaining the same local telephone number.

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.11. ADDITIONAL CHARGES, Continued**

**3.11.6. Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371 and subsequent orders), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided Services. This surcharge, set forth in Section 4 of this Tariff, is in addition to standard Tariffed usage charges and any applicable Service charges and surcharges associated with Service and applies for the use of the instrument used to access Company provided Service. The surcharge is unrelated to the Service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and Interexchange Carriers. The Public Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g. using the “#” symbol). The Public Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for Service by inserting coins during the progress of the call.

Whenever possible, the Public Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to the completion of a call, the Public Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a Carrier that the originating Station is an eligible pay telephone.

### **SECTION 3 – DESCRIPTION OF SERVICE, Continued**

#### **3.12. CUSTOM CALLING FEATURES**

##### **3.12.1. Generally**

Certain Custom Calling Features in this section are included in Network Exchange Bundled Service packages offered by PNG. Other Custom Calling Services described below also may be purchased in addition to the Services included in a particular package but these features are available only when purchased in combination with a PNG provided Network Exchange Bundled Service.

##### **3.12.2. Feature Descriptions**

- A. *Anonymous Call Rejection* – an arrangement that allows a called party to reject calls from parties that have activated the \*67 Per Call Blocking feature to prevent the display of the calling telephone numbers to Caller ID - Number Only subscribers, or to prevent the display of the calling telephone numbers and associated main listed names to Caller ID subscribers. When Anonymous Call Rejection is activated, such calls will be routed to an announcement which tells the calling party that the called party will not accept calls from callers who have chosen to prevent the display of their telephone numbers and names. The calling party will be instructed to hang up and place the call again, without activating the \*67 Per Call Blocking feature. Customers may activate or deactivate Anonymous Call Rejection by dialing an activation code. This arrangement is included with the Caller ID – Number Only and Caller ID features and is available to non-Caller ID –Number Only/Caller ID Customers.
- B. *Call Blocking* – allows Customers to block calls from different telephone numbers. A screening list is created by the Customer either by adding the last number with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such number hear an announcement that the calling party is not accepting calls.

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.12. CUSTOM CALLING FEATURES, Continued**

**3.12.2. Feature Descriptions, Continued**

- C. *Call Forwarding - Fixed, Busy Line No Answer* – This feature, when activated, redirects attempted terminating calls to another PNG-specified line. Call originating ability is not affected by Call Forwarding-Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Fixed, Busy Line No Answer is billed for the forwarded leg of the call.
- D. *Call Forwarding -Variable* – A Customer activated feature that automatically transfers all incoming calls from the Customer’s telephone number to another dialable telephone number until the Customer deactivates the feature. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Variable is billed for the forwarded leg of the call.
- E. *Call Waiting with Caller ID with Name* – Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller’s name and number previewed on a display screen allowing a Customer to prioritize and/or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Call Waiting with Caller ID with Name Service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer’s responsibility to obtain such Customer provided equipment.
- F. *Caller ID Per Line Blocking* – allows a Customer to prevent the transmission and display of their directory number and/or directory name information on outgoing calls. Line Blocking is in operation on a continuous basis and is applicable on all outgoing calls from Customer’s blocked line. Line Blocking does not prevent transmission of the calling party information to emergency Services that utilize automatic number identification for delivery of the calling information.

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.12. CUSTOM CALLING FEATURES, Continued**

**3.12.2. Feature Descriptions, Continued**

- G. *Caller ID with Name* – allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and/or screen incoming calls. Caller ID records that name, number, date and time of each incoming call – including calls that are not answered by the Customer. Caller ID Service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer's responsibility to obtain such Customer provided equipment.
- H. *Speed Calling* – allows a Customer to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.
- I. *Three-Way Calling* – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may Disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used with both outgoing and incoming calls.

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.12. CUSTOM CALLING FEATURES, Continued**

**3.12.2. Feature Descriptions, Continued**

J. Per Use Custom Calling Features

1. *Caller ID Blocking (\*67)* – blocks the Customer's name and number from being transmitted on all outgoing calls from a particular line. Per call blocking is achieved by pressing \*67 prior to each call, while per line blocking blocks the name and number of every outgoing call. Dialing a special code prior to dialing the number of the person being called can unblock the number and name. Caller ID Blocking is provided at no charge.
2. *Last Return Call (\*69)* – This Service allows a Customer to return the most recent incoming call and hear an announcement of the last telephone number that called. To activate Return Call (\*69), the Customer dials a code, then hears an announcement of the telephone number of the last party that called. If the Customer wishes to return the call right away, voice prompts will instruct the Customer to dial a certain digit and the call will automatically be returned.
3. *Repeat Dialing (\*66)* – automatically redials the last telephone number the Customer dialed. If the number is busy, this Service will keep dialing the busy number up to 30 minutes and alert the Customer with a special ring when the line is free. The call will automatically be made when the Customer picks up the receiver. Repeat Dialing does not tie up the Customer's line, allowing the Customer to make and receive calls while it attempts to redial in the background

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.14. NETWORK EXCHANGE SERVICE ZONES**

Service rates are differentiated by Service zone, as set forth below. Zones are comprised of NPA-NXX's. All Customers with a particular NPA-NXX will obtain Service at the rates for that particular zone. NOTE: We may be required to remove all non-SBC NXXs

**3.14.1. SBC Zone 1**

NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX
314 - 205	314 - 251	314 - 382	314 - 513	314 - 601	314 - 729	314 - 849
314 - 206	314 - 251	314 - 383	314 - 513	314 - 612	314 - 730	314 - 851
314 - 212	314 - 256	314 - 385	314 - 513	314 - 613	314 - 733	314 - 854
314 - 213	314 - 259	314 - 387	314 - 513	314 - 615	314 - 746	314 - 855
314 - 214	314 - 260	314 - 387	314 - 513	314 - 621	314 - 747	314 - 859
314 - 215	314 - 261	314 - 387	314 - 514	314 - 622	314 - 752	314 - 862
314 - 216	314 - 263	314 - 389	314 - 515	314 - 628	314 - 758	314 - 863
314 - 218	314 - 264	314 - 415	314 - 516	314 - 631	314 - 762	314 - 865
314 - 219	314 - 268	314 - 416	314 - 523	314 - 632	314 - 763	314 - 872
314 - 222	314 - 274	314 - 418	314 - 525	314 - 633	314 - 765	314 - 877
314 - 222	314 - 275	314 - 421	314 - 529	314 - 638	314 - 767	314 - 878
314 - 222	314 - 284	314 - 425	314 - 531	314 - 641	314 - 768	314 - 879
314 - 222	314 - 286	314 - 432	314 - 533	314 - 644	314 - 771	314 - 889
314 - 222	314 - 289	314 - 434	314 - 534	314 - 645	314 - 772	314 - 892
314 - 222	314 - 290	314 - 436	314 - 535	314 - 646	314 - 773	314 - 894
314 - 231	314 - 293	314 - 439	314 - 539	314 - 647	314 - 776	314 - 909
314 - 234	314 - 316	314 - 444	314 - 542	314 - 652	314 - 781	314 - 923
314 - 235	314 - 317	314 - 445	314 - 543	314 - 658	314 - 810	314 - 933
314 - 241	314 - 331	314 - 453	314 - 544	314 - 664	314 - 812	314 - 935
314 - 242	314 - 335	314 - 454	314 - 545	314 - 676	314 - 821	314 - 951
314 - 244	314 - 340	314 - 457	314 - 552	314 - 679	314 - 822	314 - 957
314 - 246	314 - 342	314 - 465	314 - 553	314 - 692	314 - 823	314 - 965
314 - 247	314 - 345	314 - 466	314 - 554	314 - 693	314 - 826	314 - 966
314 - 251	314 - 351	314 - 467	314 - 567	314 - 694	314 - 829	314 - 969
314 - 251	314 - 352	314 - 468	314 - 569	314 - 698	314 - 832	314 - 977
314 - 251	314 - 353	314 - 469	314 - 573	314 - 715	314 - 835	314 - 982
314 - 251	314 - 361	314 - 480	314 - 576	314 - 716	314 - 842	314 - 983
314 - 251	314 - 362	314 - 481	314 - 577	314 - 719	314 - 843	314 - 984
314 - 251	314 - 364	314 - 487	314 - 579	314 - 721	314 - 844	314 - 989
314 - 251	314 - 367	314 - 489	314 - 587	314 - 725	314 - 845	314 - 991
314 - 251	314 - 371	314 - 505	314 - 588	314 - 726	314 - 846	314 - 992
314 - 251	314 - 381	314 - 512	314 - 589	314 - 727	314 - 848	314 - 993



**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.14. NETWORK EXCHANGE SERVICE ZONES, Continued**

**3.14.1. SBC Zone 1, Continued**

NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX
314 - 994	816 - 283	816 - 395	816 - 478	816 - 587	816 - 763	816 - 889
314 - 995	816 - 292	816 - 404	816 - 480	816 - 598	816 - 765	816 - 891
314 - 996	816 - 313	816 - 407	816 - 482	816 - 612	816 - 767	816 - 920
314 - 997	816 - 316	816 - 413	816 - 483	816 - 622	816 - 781	816 - 921
816 - 218	816 - 318	816 - 414	816 - 501	816 - 654	816 - 783	816 - 922
816 - 220	816 - 322	816 - 415	816 - 502	816 - 655	816 - 784	816 - 923
816 - 221	816 - 325	816 - 418	816 - 503	816 - 672	816 - 792	816 - 924
816 - 224	816 - 329	816 - 420	816 - 504	816 - 673	816 - 795	816 - 926
816 - 228	816 - 331	816 - 421	816 - 505	816 - 691	816 - 796	816 - 929
816 - 229	816 - 333	816 - 426	816 - 508	816 - 698	816 - 801	816 - 931
816 - 231	816 - 340	816 - 435	816 - 512	816 - 701	816 - 802	816 - 932
816 - 234	816 - 346	816 - 436	816 - 513	816 - 703	816 - 822	816 - 936
816 - 235	816 - 347	816 - 437	816 - 521	816 - 714	816 - 823	816 - 941
816 - 237	816 - 348	816 - 444	816 - 523	816 - 730	816 - 833	816 - 942
816 - 241	816 - 349	816 - 452	816 - 524	816 - 734	816 - 836	816 - 943
816 - 242	816 - 350	816 - 453	816 - 525	816 - 736	816 - 837	816 - 960
816 - 245	816 - 353	816 - 454	816 - 527	816 - 737	816 - 842	816 - 965
816 - 246	816 - 356	816 - 455	816 - 531	816 - 741	816 - 843	816 - 966
816 - 251	816 - 358	816 - 459	816 - 545	816 - 742	816 - 844	816 - 968
816 - 251	816 - 360	816 - 460	816 - 554	816 - 743	816 - 854	816 - 969
816 - 252	816 - 361	816 - 461	816 - 556	816 - 751	816 - 855	816 - 979
816 - 254	816 - 363	816 - 467	816 - 559	816 - 753	816 - 860	816 - 983
816 - 257	816 - 373	816 - 468	816 - 561	816 - 756	816 - 861	816 - 986
816 - 274	816 - 374	816 - 471	816 - 572	816 - 759	816 - 871	816 - 995
816 - 275	816 - 382	816 - 472	816 - 576	816 - 760	816 - 880	816 - 996
816 - 276	816 - 391	816 - 474	816 - 584	816 - 761	816 - 881	816 - 997

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.14. NETWORK EXCHANGE SERVICE ZONES, Continued**

**3.14.2. SBC Zone 2**

NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX
417 - 206	573 - 242	573 - 614	636 - 257	636 - 441	636 - 736	660 - 752
417 - 235	573 - 243	573 - 624	636 - 261	636 - 442	636 - 737	660 - 785
417 - 236	573 - 248	573 - 642	636 - 261	636 - 443	636 - 825	660 - 826
417 - 237	573 - 290	573 - 651	636 - 261	636 - 447	636 - 827	660 - 827
417 - 347	573 - 302	573 - 686	636 - 261	636 - 458	636 - 861	660 - 829
417 - 354	573 - 317	573 - 701	636 - 261	636 - 461	636 - 891	660 - 831
417 - 358	573 - 327	573 - 717	636 - 261	636 - 464	636 - 896	660 - 882
417 - 359	573 - 331	573 - 727	636 - 261	636 - 467	636 - 916	660 - 886
417 - 448	573 - 332	573 - 730	636 - 261	636 - 477	636 - 922	816 - 232
417 - 451	573 - 334	573 - 747	636 - 261	636 - 498	636 - 925	816 - 233
417 - 455	573 - 335	573 - 756	636 - 261	636 - 519	636 - 926	816 - 236
417 - 549	573 - 339	573 - 760	636 - 261	636 - 527	636 - 928	816 - 238
417 - 571	573 - 346	573 - 776	636 - 271	636 - 529	636 - 931	816 - 271
417 - 572	573 - 348	573 - 778	636 - 273	636 - 530	636 - 933	816 - 279
417 - 578	573 - 358	573 - 783	636 - 274	636 - 532	636 - 936	816 - 364
417 - 621	573 - 365	573 - 785	636 - 282	636 - 536	636 - 937	816 - 383
417 - 623	573 - 372	573 - 840	636 - 285	636 - 537	636 - 938	816 - 387
417 - 624	573 - 374	573 - 873	636 - 287	636 - 583	636 - 939	816 - 390
417 - 625	573 - 392	573 - 883	636 - 296	636 - 584	636 - 940	816 - 396
417 - 626	573 - 406	573 - 888	636 - 300	636 - 586	636 - 946	816 - 470
417 - 627	573 - 431	573 - 964	636 - 305	636 - 587	636 - 947	816 - 537
417 - 629	573 - 471	573 - 986	636 - 326	636 - 629	636 - 949	816 - 623
417 - 659	573 - 472	636 - 207	636 - 329	636 - 671	660 - 263	816 - 629
417 - 667	573 - 473	636 - 221	636 - 337	636 - 677	660 - 269	816 - 630
417 - 673	573 - 475	636 - 225	636 - 343	636 - 717	660 - 530	816 - 637
417 - 691	573 - 481	636 - 226	636 - 349	636 - 722	660 - 563	816 - 671
417 - 781	573 - 517	636 - 227	636 - 376	636 - 723	660 - 626	816 - 676
417 - 782	573 - 518	636 - 230	636 - 386	636 - 724	660 - 627	816 - 746
573 - 204	573 - 547	636 - 239	636 - 390	636 - 728	660 - 646	816 - 776
573 - 218	573 - 581	636 - 247	636 - 391	636 - 730	660 - 665	816 - 901
573 - 221	573 - 582	636 - 255	636 - 394	636 - 733	660 - 687	
573 - 231	573 - 592	636 - 256	636 - 405	636 - 735	660 - 707	

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.14. NETWORK EXCHANGE SERVICE ZONES, Continued**

**3.14.3. SBC Zone 3**

NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX
417 - 228	573 - 238	573 - 448	573 - 720	573 - 897	660 - 338	816 - 546
417 - 232	573 - 246	573 - 455	573 - 722	573 - 898	660 - 339	816 - 579
417 - 238	573 - 262	573 - 470	573 - 728	573 - 967	660 - 358	816 - 667
417 - 258	573 - 264	573 - 483	573 - 733	636 - 375	660 - 359	816 - 685
417 - 394	573 - 266	573 - 484	573 - 734	636 - 451	660 - 376	816 - 688
417 - 463	573 - 267	573 - 543	573 - 737	636 - 452	660 - 379	816 - 847
417 - 476	573 - 276	573 - 545	573 - 738	636 - 475	660 - 397	816 - 873
417 - 583	573 - 283	573 - 562	573 - 744	636 - 479	660 - 456	
417 - 649	573 - 324	573 - 564	573 - 748	636 - 742	660 - 457	
417 - 672	573 - 328	573 - 568	573 - 754	636 - 753	660 - 529	
417 - 681	573 - 333	573 - 628	573 - 757	636 - 789	660 - 542	
417 - 682	573 - 345	573 - 643	573 - 784	636 - 797	660 - 783	
417 - 695	573 - 347	573 - 649	573 - 788	636 - 899	660 - 848	
417 - 743	573 - 359	573 - 654	573 - 792	636 - 942	816 - 253	
417 - 744	573 - 363	573 - 667	573 - 794	636 - 944	816 - 293	
417 - 751	573 - 369	573 - 675	573 - 824	636 - 948	816 - 297	
417 - 788	573 - 378	573 - 678	573 - 833	660 - 248	816 - 330	
417 - 994	573 - 379	573 - 683	573 - 847	660 - 258	816 - 430	
573 - 222	573 - 396	573 - 684	573 - 866	660 - 268	816 - 443	
573 - 229	573 - 422	573 - 688	573 - 887	660 - 273	816 - 532	

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.14. NETWORK EXCHANGE SERVICE ZONES, Continued**

**3.14.4. SBC Zone 4**

NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX	NPA-NXX
417 - 225	417 - 724	417 - 820	417 - 837	417 - 868	417 - 882	417 - 890
417 - 227	417 - 725	417 - 823	417 - 841	417 - 869	417 - 883	417 - 891
417 - 268	417 - 732	417 - 829	417 - 862	417 - 873	417 - 885	417 - 895
417 - 269	417 - 736	417 - 831	417 - 863	417 - 874	417 - 886	417 - 940
417 - 575	417 - 742	417 - 832	417 - 864	417 - 875	417 - 887	
417 - 577	417 - 753	417 - 833	417 - 865	417 - 877	417 - 888	
417 - 655	417 - 759	417 - 836	417 - 866	417 - 881	417 - 889	

## SECTION 4 – RATES AND CHARGES

### 4.1. NETWORK SWITCHED SERVICES

#### 4.1.1. Residential Services

A. Residential Local Services	Monthly Rate
1. Residential Dial Tone Service	
Per line, per month	
SBC Zone 1	\$19.99
SBC Zone 2	\$21.99
SBC Zone 3	\$29.99
SBC Zone 4	\$19.99
Feature Package, per month, per line	\$7.99
Direct Dialed local Exchange calls, per minute	\$0.050
Direct Dialed InterLATA Toll, per minute	\$0.149
Direct Dialed IntraLATA Toll, per minute	\$0.149
2. PowerNet Global Basic Service	
Per Line, Per Month	
SBC Zone 1	\$22.89
SBC Zone 2	\$26.99
SBC Zone 3	\$34.99
SBC Zone 4	\$22.89
Feature Package, per month, per line	\$7.99
Direct Dialed InterLATA Toll, per minute	\$0.149
Direct Dialed IntraLATA Toll, per minute	\$0.149

**SECTION 4 – RATES AND CHARGES, Continued**

**4.1. NETWORK SWITCHED SERVICES, Continued**

**4.1.1. Residential Services, Continued**

B. Residential Bundled Services	Monthly Rate
1. PowerNet Global Unlimited Bundled Service	
Per Line, Per Month	
SBC Zone 1	\$49.99
SBC Zone 2	\$54.99
SBC Zone 3	\$59.99
SBC Zone 4	\$49.99
2. PowerNet Global Basic Plus Bundled Service	
Per Line, Per Month	
SBC Zone 1	\$29.99
SBC Zone 2	\$34.99
SBC Zone 3	\$39.99
SBC Zone 4	\$29.99
Direct Dialed InterLATA Toll, per minute	\$0.149
Direct Dialed IntraLATA Toll, per minute	\$0.149

**SECTION 4 – RATES AND CHARGES, Continued**

**4.1. NETWORK SWITCHED SERVICES, Continued**

**4.1.2. Business Services**

[Reserved for Future Use]

**SECTION 4 – RATES AND CHARGES, Continued**

**4.2. ADDITIONAL/MISCELLANEOUS CHARGES**

**4.2.1. Non-Recurring Charges**

New Installation*	\$150.00
Move Service to new location*	\$75.00
One-Time Changes to Service	\$9.99
Installation of additional line*	\$75.00
Missed Appointment	\$75.00
Restoral charge	\$25.00

\* Customer must be available at scheduled install time

**4.2.2. Trouble Isolation Charge**

Trouble isolation and other repair Services are provided to Customers by the underlying Carrier, at the underlying Carrier's rates, terms and conditions, pursuant to the underlying Carrier's local tariff on file with the Commission. The Company bills Customers for trouble isolation and other repair costs at the underlying Carrier's tariffed rates.

**4.2.3. Per Use Custom Calling Features Charge Per Use**

Repeat Dialing (*66)	\$0.75
Per Call Blocking (*67)	\$0.75
Reveal Last incoming call (*69)	\$0.75

**4.2.4. Individual Calling Features Monthly Charge**

All Call Blocking	\$3.50
Automatic Call Rejection	\$3.50
Caller ID with name	\$3.50
Call Forwarding- variable	\$3.50
Call Forwarding – No Answer/Busy Line	\$3.50
Call Waiting	\$3.50
Call Waiting with ID	\$3.50
Speed Dial 8	\$3.50
Speed Dial 30	\$3.50
3-Way Calling	\$3.50



**SECTION 4 – RATES AND CHARGES, Continued**

**4.2. ADDITIONAL/MISCELLANEOUS CHARGES, Continued**

**4.2.5. Additional Monthly Charges**

Subscriber Line Charge (SLC), per line, per month	\$6.50
Local Number Portability (LNP), per month	\$0.25

**4.2.6. Directory Listing**

Non-Published Listing, per month	\$2.40
Non-Listed Listing, per month	\$2.40
Additional Listing, per month	\$2.40

**4.2.7. Directory Assistance**

Directory Assistance, per usage	\$0.75
Directory Assistance Call Completion, per usage	\$0.50
	\$9.99

**4.2.8. Local Operator Services**

Busy Line Verification and Interrupt Service:	
Per Busy Line Verification Request	\$1.00
Per Line Interruption Request	\$1.00

**SECTION 4 – RATES, Continued**

**4.2. ADDITIONAL/MISCELLANEOUS CHARGES, Continued**

**4.2.9. Presubscribed Interexchange Carrier Charge**

Charge, per incidence	\$9.99
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**4.2.10. Pay Telephone Surcharge**

Charge per call	\$0.65
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**SECTION 4 – RATES AND CHARGES, Continued**

**4.3. 911 TELEPHONE SERVICE**

**4.3.1. General**

911 Telephone Service allows Customers to reach appropriate emergency Services including police, fire and medical Services. The 911 Service includes lines and Central Office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone Central Office Areas arranged for 911 calling. If 911 Service is not available in an area, PNG shall make arrangements for the Customer to reach the appropriate emergency Services through dialing “0”.

**4.3.2. Regulations**

- A. The Company is obligated to supply the E-911 Service provider in its Service area with accurate information necessary to update the E-911 database at the time the Company submits Customer orders to the local Exchange telecommunications company whose service is being resold pursuant to these tariffs.
- B. At the time the Company provides basic local Service to a Customer by means of the Company’s own cable pair, or over any other exclusively owned Facility, the Company will be obligated to make the necessary equipment or Facility additions in order to accurately and properly update the database for E-911.
- C. The Company will be obligated to provide Facilities to route calls from the End Users to the proper Public Safety Answering Point. The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of Service configurations offered by the Company
- D. The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310. The Company will observe and adhere to the Commission’s emergency telephone service rules in 4 CSR 240-34.

**SECTION 4 – RATES AND CHARGES, Continued**

**4.4. ACCESS TO TELEPHONE RELAY SERVICES**

Where required by the Commission, the Company will participate in telephone relay Services for Handicapped and/or hearing impaired End Users, and will comply with all regulations and requirements. The Company will impose any monthly surcharge or any other related charge upon its local Exchange telecommunications Subscribers as may be required by state law.

**4.5. CALL BLOCKING SERVICE**

Call Blocking Service is a Service that provides Customers with the capability to block originating calls to the 1-900 calling networks or 976 Services. When Call Blocking Service is requested, all originating calls to 900 numbers nationwide will be blocked. Calls to a 976 Service will also be blocked. Customers with Call Blocking Service attempting to dial a 900 number from a restricted line will reach a Company-provided or DUC-provided intercept announcement. Call Blocking is provided at no charge. Customers are automatically provided with Collect Call, Person-to-Person and Third Number Billed Blocking upon Subscription to the Company's Services, at no charge.

**SECTION 4 – RATES AND CHARGES, Continued**

**4.6. SERVICE PROVIDER OPTIONS**

**4.6.1. No Primary Interexchange Carrier (PIC) Option**

Customers have the option of not selecting a toll provider as primary Carrier for intraLATA and/or interLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' services (i.e., 1010-XXX).

**4.6.2. Two PIC Option**

Customers will be able to select one toll provider for intraLATA toll calls and, if so desired, the same or another toll provider for interLATA toll calls.

**4.6.3. Preferred Carrier Freeze (PCF)**

The Company offers a free Service called Preferred Carrier Freeze. This Service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a Local Exchange Service provider as permanent choices which may not be changed absent further authorization from the Customer. The Company will send a letter to each Customer upon initiation or transfer of Service, which informs the Customer of the option to freeze his/her intraLATA, interLATA and local Service provider choice(s). At the time a Customer contacts the Company to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

**4.6.4 Carrier Change Charge**

After the initial 30-day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge of \$9.99 per change, per line.

**SECTION 4 – RATES AND CHARGES, Continued**

**4.7 SPECIAL CONSTRUCTION**

**4.7.1.** Special construction is that undertaken:

- A. Where Facilities are not presently available, and there is no other requirement for the Facilities so constructed.
- B. Of a type other than that which the Company would normally utilize in the furnishing of its Services.
- C. Over a route other than that which the Company would normally utilize in the furnishing of its Services.
- D. In a quantity greater than that which the Company would normally construct.
- E. On an expedited basis
- F. On a temporary basis until permanent Facilities are available.
- G. In advance of Company's normal construction.

**SECTION 4 – RATES AND CHARGES, Continued**

**4.8. PROMOTIONS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group.

The Company will provide tariff notification to the Commission no less than (7) days prior to the beginning of each promotion identifying the promotion, the Exchange(s) within which the promotion will be offered, and the start and end dates of the promotion. The Company will offer all promotions in a non-discriminatory manner.

## SECTION 5 –EXCHANGES SERVED

### 5.1 SBC EXCHANGES

Adrian	Chesterfield	Gideon	Lilbourne
Advance	Chillicothe	Gladstone*	Linn
Agency	Clarksville	Glasgow	Lockwood
Altenburg-Frohna	Clever	Grain Valley	Louisiana
Antonia	Climax Springs	Gravois Mills	Macks Creek
Archie	Creve Couer+	Gray Summit	Malden
Argyle	De Kalb	Greenwood	Manchester
Armstrong	De Soto	Hannibal	Marble Hill
Ash Grove	Deering	Harvester	Marceline
Beaufort	Delta	Hayti	Marionville
Bell City	Dexter	Herculaneum-	Marshall
Belton*	Downing	Pevely	Marston
Benton	E. Independence*	Higbee	Maxville
Billings	East Prairie	High Ridge	Mehlville+
Bismarck	Edina	Hillsboro	Meta
Bloomfield	Eldon	Holcomb	Mexico
Bloomsdale	Elsberry	Homersville	Moberly
Blue Springs*	Essex	Imperial	Monett
Bonne Terre	Eureka	Independence*	Montgomery City
Boonville	Excelsior Springs	Jackson	Morehouse
Bowling Green	Fair Grove	Jasper	Nashua*
Bridgeton+	Farley	Joplin	Neosho
Brookfield	Farmington	Kansas City	Nevada
Camdenton	Fayette	Kennett	New Franklin
Campbell	Fenton	Kirksville	New Madrid
Cape Girardeau	Ferguson+	Kirkwood+	Nixa
Cardwell	Festus-	Knob Noster	Oak Ridge
Carl Junction	Crystal City	La Monte	Oakville+
Carrollton	Fisk	Ladue+	Old Appleton
Carthage	Flat River	Lake Ozark	Oran
Caruthersville	Florissant+	Lamar	Osage Beach
Cedar Hill	Frankford	Lancaster	Overland+
Center	Fredericktown	Leadwood	Pacific
Chaffee	Freeburg	Lees Summit*	Parkville*
Charleston	Fulton	Liberty*	Patton

\* is technically labeled as a “zone” within the Kansas City Metropolitan Exchange.

+ is technically labeled as a “zone” within the St. Louis Metropolitan Exchange



**SECTION 5 – EXCHANGES SERVED**, Continued

**5.1 SBC EXCHANGES**, Continued

Paynesville	St. Clair		
Perryville	St. Joseph		
Pierce City	St. Louis		
Pocahontas-	St. Marys		
New Wells	Ste. Genevieve		
Pond	Stanberry		
Poplar Bluff	Strafford		
Portage de Sioux	Tiffany Springs*		
Portageville	Trenton		
Puxico	Tuscumbia		
Quilin	Union		
Raytown*	Valley Park		
Republic	Versailles		
Richmond	Vienna		
Richwoods	Walnut Grove		
Risco	Wardell		
Riverview+	Ware		
Rogersville	Washington		
Rushville	Webb City		
San Antonio	Webster Groves+		
Sappington+	Wellsville		
Scott City	Westphalia		
Sedalia	Willard		
Senath	Wyatt		
Sikeston			
Slater			
Southville			
South Kansas			
City*			
Spanish Lake+			
Springfield			
St. Charles			

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