

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

In the Matter of the Application of	)	
Silv Communication Inc. for a	)	
Certificate of Service Authority to	)	
Provide Interexchange	)	Case No. TA-2009-_____
Telecommunications Services Throughout	)	
The State of Missouri, and for	)	
Competitive Classification.	)	

**APPLICATION FOR CERTIFICATE OF SERVICE AUTHORITY
TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE AND
FOR COMPETITIVE CLASSIFICATION**

COMES NOW Silv Communication, Inc ("Applicant"), by its undersigned counsel, and pursuant to Sections 392.361, 392.410, 392.420, and 392.430, 392.440, RSMo. 2000, the Federal Telecommunications Act of 1996, 4 CSR 240-3.510 and 4 CSR 240-2.060, hereby applies to the Public Service Commission of Missouri ("Commission") for a Certificate of Service Authority to provide competitive intrastate interexchange telecommunications services between and among locations within the state of Missouri. Applicant further applies to be classified as a competitive telecommunications carrier, subject to the waiver or suspension of certain Commission rules and statutory obligations, requested herein, pursuant to Sections 392.420 and 392.440. In support of its request, Applicant provides the following information:

A. Identification of Applicant

1. Applicant, Silv Communication Inc. Applicant is a privately-held corporation organized under the laws of the State of California on June 4, 2001. Applicant's business address and telephone number are:

Silv Communication Inc.
3460 Wilshire Boulevard, Suite 1103
Los Angeles, California 90010
Telephone: 213.381.7999
Facsimile: 213.381.7711
Toll Free: 888.723.2199
Email: silvcomm@yahoo.com
Web Site: www.silvcom.net

Evidence of Applicant's articles of incorporation is attached hereto as **Exhibit A**. A copy of Applicant's Certificate of Authority to Transact Business in Missouri pursuant to 4 CSR 240-2.060 is attached hereto as **Exhibit B** and incorporated herein by reference.

2. Applicant's agent for Service of Process in the state of Missouri is:

National Registered Agents, Inc.
300-B East High Street
Jefferson City, Missouri 65101

B. Communications Regarding this Proceeding

3. All inquiries, correspondence, communications, pleadings, notices, orders, and decisions relating to the case should be addressed to:

Mark P. Johnson
Roger W. Steiner
Sonnenschein Nath & Rosenthal LLP
4520 Main Street, Suite 1100
Kansas City, MO 64111
Telephone: 816.460.2400
Email: mjohnson@sonnenschein.com
rsteiner@sonnenschein.com

To:

SK Golam Ahia
Silv Communication Inc.
3460 Wilshire Boulevard, Suite 1103
Los Angeles, CA 90010
Telephone: 213.381.7999

And to:

Andrew O. Isar
Miller Isar, Inc.
4423 Point Fosdick Drive, NW
Gig Harbor, WA 98335
Telephone: 253.851.6700
Email: aisar@millerisar.com

C. Description of Applicant and Proposed Services to be Offered in Missouri. 4 CSR 240-3.510(1)(A); Geographic Area, 4 CSR 240-3.510(1)(B), Proposed Tariff, 4 CSR 240-3.510(1)(C)

4. Applicant proposes to provide interexchange telecommunications services on a resold basis, throughout the State of Missouri.

D. Applicant's Proposed Service Offerings

5. Applicant proposes to provide interexchange telecommunications services, to commercial and residential retail subscribers. Applicant's services will be provided through underlying carrier network facilities. Applicant's services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant and reflected in Applicant's retail tariff. Applicant does not propose to provide operator-assisted calling services to the transient public. Services will be offered and provided in accordance with applicable Missouri laws and Commission rules and regulations.

6. Applicant's tariff, containing the terms, and conditions, applicable to its customers, a description of the services offered, and a list of rates associated with such services, is being filed contemporaneously with this application, as stated in Section J, *infra*.

E. Statement of Technical Managerial Resources and Abilities, 392.455 RSMo.

7. Applicant's key management personnel have extensive experience as set forth in **Exhibit C** which is attached hereto. Applicant possesses the technical and managerial expertise necessary to provide the proposed services. Applicant's management team has successfully and profitably managed Applicant's telecommunications operations for more than ten years.

8. Applicant has the financial viability to provide interexchange telecommunications services in the State of Missouri.

G. Request for Competitive Telecommunications Company and Service Classification. 4 CSR 240-2.060 (6) (A)

9. Applicant requests classification as a competitive telecommunications company operating within the state of Missouri. Applicant further requests classification of its services described in Sections C and D, *supra*, and in its proposed tariff, as competitive services, as each of these services is subject to substantial competition in the areas in which Applicant proposes to provide service.

H. Request for Waiver and Exemption

11. Applicant is willing to comply with all applicable Commission rules, except those which are specifically waived by the Commission. Consistent with the Commission's treatment of other certificated interexchange telecommunications companies, Applicant requests waiver of the following statutes and regulations for Applicant and its interexchange services offerings:

Missouri Public Service Commission Rules

4 CSR 240-10.020	-	Depreciation and income
4 CSR 240-30.040	-	Uniform system of accounts

Missouri Statutes Laws (RSMo)

Section 392.210.2	-	Establish uniform system of accounts for annual reports
Section 392.240.1	-	Rates – reasonable average return on investment
Section 392.270	-	Property valuation
Section 392.280	-	Depreciation rates
Section 392.290	-	Issuance of securities
Section 392.300.2	-	Acquisition of stock
Section 392.310	-	Issuance of stocks and debt
Section 392.320	-	Stock dividend payment
Section 392.330	-	Issuance of securities, debt, and notes
Section 392.340	-	Reorganization(s)

The above-referenced rules and statutory provisions have been waived by the Commission for other competitive interexchange carriers in prior cases. The rules and statutory provisions for which Applicant seeks waiver or exemption are principally applicable to non-competitive telecommunications carriers. It would be inconsistent with the goal and purpose of Section 392.530 RSMo to apply such rules or statutory provisions to a competitive telecommunications carrier such as Applicant.

J. Tariff Submission Statement, 4 CSR 240-3.510(1)(C)

12. Applicant is filing said retail tariffs with the Commission contemporaneously with the instant Application. Applicant's tariffs bear an effective date no less than 45 days from the issued date, in a manner consistent with the Commission's practice in similar cases. A copy of the proposed tariff is attached as **Exhibit D**.

K. Public Interest Statement Pursuant to 392.430 RSMo

13. Applicant submits that the public interest will be served by Commission approval of the instant application because the proposed services will create and enhance competition and expand customer service options consistent with the legislative goals set forth in the Federal Telecommunications Act of 1996, and Chapter 392, RSMo 2000. Prompt approval of Applicant's application will further expand the availability of innovative, high quality, and reliable telecommunications services within the State of Missouri.

L. Switched Exchange Access Rate Statement

14. Applicant proposes to serve exclusively as an interexchange carrier, and will not be providing switched access services.

M. Pending Action or Unsatisfied Judgments Statement. 4 CSR 240-2.060 (1) (K)

15. Applicant has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment, or decision has occurred within three (3) years of the date of this application, with the following technical exception. In January 2009, Applicant was found to have violated Federal Communications Commission account transfer verification requirements by the Oregon Public Utility Commission, as set forth in Section 64.1130 of the Federal Communications Commission's regulations.¹ According to the Oregon Commission staff specialist's findings, Applicant's independent third party verifier failed to pause between verification of the customer's separate

¹ 47 C.F.R. §64.1130.

election of Applicant as the subscriber's intrastate, interstate, and international primary service provider. Although the independent third party verifier clearly asked the subscriber to confirm that the Applicant was to serve as the subscriber's primary intrastate, interstate, and international primary service provider, the third party verifier's failure to pause, in the opinion of staff, constituted a violation of federal regulations. Applicant has maintained that this is a matter of interpretation, and maintained that it was in material compliance. Nevertheless, the Commission's findings resulted in a violation. Applicant has not pursued a challenge.

N. Annual Report or Assessment Statement. 4 CSR 240-2.060 (1) (L)

16. Applicant has never operated in Missouri. Applicant has no annual reports or regulatory assessment fees that are overdue in Missouri, accordingly.

WHEREFORE, Applicant, Silv Communication Inc. respectfully requests the Missouri Public Service Commission issue a Certificate of Service Authority authorizing Applicant to provide competitive intrastate interexchange telecommunications services within the state of Missouri; an order classifying it as a competitive telecommunications company providing competitive services; and a waiver of the above-referenced rules and statutory provisions as they relate to the regulation of the Applicant in the state of Missouri; an order approving its separately submitted tariff and for such further orders as the Commission deems appropriate.

Respectfully submitted,

By: /s/ Mark P. Johnson

Mark P. Johnson MO Bar # 30740
Roger W. Steiner MO Bar # 39586
Sonnenschein Nath & Rosenthal LLP
4520 Main Street, Suite 1100
Kansas City, MO 64111
Telephone: 816.460.2400
Facsimile: 816.531-7545
Email: mjohnson@sonnenschein.com
rsteiner@sonnenschein.com

ATTORNEYS FOR APPLICANT

Andrew O. Isar
Miller Isar, Inc.
4423 Point Fosdick Drive NW
Suite 306
Gig Harbor, WA 98335
Telephone: 253.851.6700
Facsimile: 866.474.3630
Email: aisar@millerisar.com

Applicant's Regulatory Consultants

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing Application was sent via e-mail on this 18th day of February, 2009, to General Counsel's Office at gencounsel@psc.mo.gov and Office of Public Counsel at opcservice@ded.mo.gov.

/s/ Roger W. Steiner
Attorney for Applicant

COMMONWEALTH OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

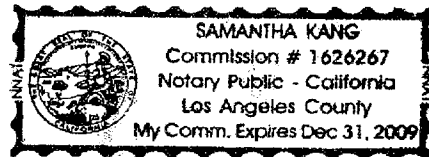
Silv Communication, Inc.

By:

Subscribed and sworn to before me this 20 day of January, 2009.

residing at: Los Angeles,

California



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STATE OF MISSOURI**

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Telecommunications Services Throughout	)	
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Competitive Classification	)	

LIST OF EXHIBITS

EXHIBIT A	Articles of Incorporation
EXHIBIT B	Certificate of Authority to Transact Business
EXHIBIT C	Technical Managerial Resources and Abilities
EXHIBIT D	Proposed Initial Tariff

EXHIBIT A

ARTICLES OF INCORPORATION
(Attached)

State of California
Secretary of State

**CERTIFICATE OF STATUS
DOMESTIC CORPORATION**

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

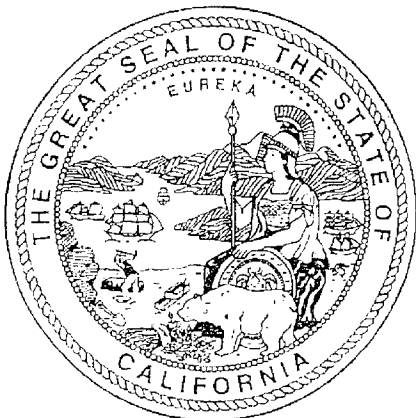
That on the **4th day of June, 2001**, **SILV COMMUNICATION INC.** became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

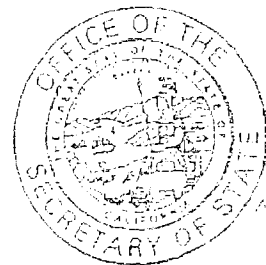
IN WITNESS WHEREOF, I execute
this certificate and affix the Great Seal
of the State of California this day of
January 12, 2006.



BRUCE McPHERSON
Secretary of State

State of California

SECRETARY OF STATE



I, BILL CLARK, Secretary of State of the State of California,
hereby certify:

That the attached transcript of 1 page(s) was
received by and in this office from the record on file, of
which it purports to be a copy, and that it is full, true
and correct.

IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal of
the State of California this day of

MAR 1 2002

Bill Clark



2312817

FILED
In the Office of the Secretary of State
of the State of California

JUN 4 2001

ARTICLES OF INCORPORATION

Bill Jones
BILL JONES, Secretary of State

I
The name of this corporation is Sily communication Inc.

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the **GENERAL CORPORATION LAW** of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Name MD. Amirur Rahman

Address 3440 Wilshire Blvd., Suite # 807

City LOS ANGELES

State CALIFORNIA Zip 90010

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000.



Amirur Rahman MD
MD Amirur Rahman
(Typed name of Incorporator, Incorporator)

EXHIBIT B

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS
(Attached)



JAMES C. KIRKPATRICK
STATE INFORMATION CENTER
(573) 751-4936

ROBIN CARNAHAN
SECRETARY OF STATE
STATE OF MISSOURI

CORPORATIONS
(866) 223-6535

Dear Corporation:

Congratulations! We wish you every success in your new business enterprise, and stand ready to assist you with any questions that you may have regarding your corporate registration and filing your annual registration reports.

By law, **your initial Annual Registration Report is due within thirty days from the date of incorporation or qualification.** A notice providing additional information on when and how to file this report will be mailed to your corporation's registered agent within the next few weeks.

You may file this initial annual report online at www.sos.mo.gov for a fee of \$20 or you may file the report in person or by mail for a fee of \$45 up to three months after your incorporation/qualification date. *Failure to file this report will result in administrative dissolution of your corporation, and the inability to legally conduct business in Missouri.*

After filing the initial annual registration report, you must file an annual registration report every year based on your incorporated/qualified month. You may file your annual report and access other services and information 24 hours a day from our website at www.sos.mo.gov.

Questions regarding your corporate information or filing should be directed to (866) 223-6535.

Sincerely,

Robin Carnahan
Secretary of State

Ltr: 11 (2/06)

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF AUTHORITY

WHEREAS,

SILV COMMUNICATION INC.
F00942345

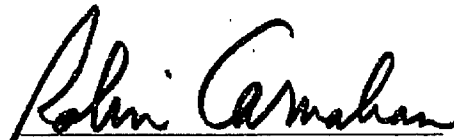
using in Missouri the name

SILV COMMUNICATION INC.

has complied with the General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of California.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law of Missouri.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
20th day of January, 2009.


Secretary of State





State of Missouri

Robin Carnahan, Secretary of State

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

File Number:

F00942345

Date Filed: 01/20/2009

Robin Carnahan
Secretary of State

Application for Certificate of Authority For a Foreign For-Profit Corporation

(Submit with filing fee of \$155.00)

- The corporation's name is Silv Communication Inc.
and it is organized and existing under the laws of California
- The name it will use in Missouri is Silv Communication Inc.
- The date of its incorporation was 06/04/2001 and the period of its duration is perpetual
month/day/year
- The address of its principal place of business 3460 Wilshire Blvd., Ste. 1103 Los Angeles, CA 90010
Address City/State/Zip
- The name and physical address of its registered agent and office in the State of Missouri is
National Registered Agents, Inc. 300 B East High Street Jefferson City, MO 65101
Name Address City/State/Zip
- The specific purpose(s) of its business in Missouri are:
To furnish long distance communication
- The name of its officers and directors and their business addresses are as follows:

Officers	Name	Address	City/State/Zip
President	<u>SK Golam Ahla</u>	<u>307 S. Reno St.</u>	<u>Los Angeles, CA 90057</u>
Vice President	<u>Elena Zepeda</u>	<u>3460 Wilshire Blvd., Ste. 1103</u>	<u>Los Angeles, CA 90010</u>
Secretary	_____	_____	_____
Treasurer	_____	_____	_____

Board of Directors

Director	<u>SK Golam Ahla</u>	<u>307 S. Reno St.</u>	<u>Los Angeles, CA 90057</u>
Director	_____	_____	_____
Director	_____	_____	_____
Director	_____	_____	_____
Director	_____	_____	_____

Name and address to return filed document:

Name: _____
Address: _____
City, State, and Zip Code: _____

State of Missouri
Creation - General Business - Foreign 3 Page(s)



T0902016724

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: _____

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

<u>SK. Gulam Alia</u>	<u>SK. GOLAMAHIA</u>	<u>PRESIDENT</u>	<u>12/11/08</u>
Must be an Officer or Chairman listed in #7, above	Printed Name	Title	Date

Note: You must submit current original certificate of good standing or certificate of existence with this application. This may be obtained from your Secretary of State or other authority that issues corporate charters.

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

SILV COMMUNICATION INC.

FILE NUMBER: C2313817
FORMATION DATE: 06/04/2001
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to exercise
all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of January 13, 2009.

Debra Bowen

DEBRA BOWEN
Secretary of State

EXHIBIT C

TECHNICAL MANAGERIAL RESOURCES AND ABILITIES

SK Golam Ahia President and CEO

Mr. Ahia has served as Silv's President and CEO since its inception in 2001. Mr. Ahia has significant experience with diverse communications mediums including fiber, cable television and cellular. Prior to founding Silv, Mr. Ahia worked for several technology and marketing companies and was responsible for purchasing, customer service and personnel matters. Mr. Ahia holds a M.B.A from Pepperdine University and a B.A. from U.C.L.A. in economics and International Relations.

Maria Elena Zepeda Vice President

Ms. Zepeda has served as Silv's Vice President since its inception in 2001. Prior to that time, Ms. Zepeda served in senior management capacities for other interexchange telecommunications providers with a focus on operations, and State and Federal telecommunication regulatory compliance. She has also gained extensive managerial experience and specific expertise in telecommunications networking and human relations. Prior to joining Silv, Ms. Zepeda was a telecommunication consultant for small businesses on Latino culture and marketing. In that capacity she consulted on improving business strategies and enhancing competitiveness in the Latino market. She has also served as a Project Engineer for a telecommunications carrier, where she designed and implemented a frame relay service that reduced operations costs for companies outsourcing to India and with other parts of the world. Ms. Zepeda holds a Bachelor of Science with a concentration in computer sciences and emphasis on telecommunication systems analysis, satellite transmission and technology from University of California at Los Angeles.

EXHIBIT D

PROPOSED INITIAL TARIFF
(Attached)

MISSOURI INTEREXCHANGE
TELECOMMUNICATIONS SERVICE TARIFF

OF

Silv Communication, Inc.

3460 Wilshire Boulevard, Suite 1103
Los Angeles, CA 90010

This Tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the provision of competitive interexchange telecommunications services provided by Silv Communication Inc. in the State of Missouri. This Tariff is on file with Missouri Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal offices, 3460 Wilshire Boulevard, Suite 1103, Los Angeles, CA 90010

Silv Communication, Inc. operates as a competitive telecommunications company within the State of Missouri.

Issued: February 18, 2009

Effective Date: April 4, 2009

Issued By:

SK Golam Ahia
Silv Communication Inc.
3460 Wilshire Boulevard, Suite 1103
Los Angeles, CA 90010
213.381.7999

WAIVER OF RULES AND REGULATIONS

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

Missouri Public Service Commission Rules

- | | | |
|-----------------------|---|--|
| 4 CSR 240-10.020 | - | Depreciation and income |
| 4 CSR 240-30.040 | - | Uniform system of accounts |
| 4 CSR 240-3.550(5)(C) | - | Telecommunications Company Records and Reports |

Missouri Statutes Laws (RSMo)

- | | | |
|-------------------|---|---|
| Section 392.210.2 | - | Establish uniform system of accounts for annual reports |
| Section 392.240.1 | - | Rates – reasonable average return on investment |
| Section 392.270 | - | Property valuation |
| Section 392.280 | - | Depreciation rates |
| Section 392.290 | - | Issuance of securities |
| Section 392.300.2 | - | Acquisition of stock |
| Section 392.310 | - | Issuance of stocks and debt |
| Section 392.320 | - | Stock dividend payment |
| Section 392.330 | - | Issuance of securities, debt, and notes |
| Section 392.340 | - | Reorganization(s) |

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Los Angeles, CA 90010
213.381.7999

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213.381.7999

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation.
- (D) To signify **discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (M) To signify that text has been relocated (**moved**) without change.
- (N) To signify a **new** rate, regulation condition or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

Issued: February 18, 2009

Effective Date: April 4, 2009

Issued By:

SK Golam Ahia
Silv Communication Inc.
3460 Wilshire Boulevard, Suite 1103
Los Angeles, CA 90010
213.381.7999

TARIFF FORMAT

- A. **Sheet Numbering** – Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** – There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.1.

Issued: February 18, 2009

Effective Date: April 4, 2009

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Los Angeles, CA 90010
213.381.7999

APPLICATION OF TARIFF

This tariff contains the descriptions, regulations and rates applicable to the furnishing of resold intraLATA and interLATA interexchange telecommunications Services within the State of Missouri by Silv Communication Inc.

Company's Services as set forth herein are provided exclusively in conjunction with Company's presubscribed interstate interexchange services, and is not otherwise available.

The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common carrier for use in accessing the Services of Company. This Tariff does not cover any unregulated service offered by Company. Company will offer any unregulated service in accordance with Company's current price list or contract, whichever applies to the particular customer.

Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Missouri Public Service Commission.

Issued: February 18, 2009

Effective Date: April 4, 2009

Issued By:

SK Golam Ahia
Silv Communication Inc.
3460 Wilshire Boulevard, Suite 1103
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213.381.7999

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Agency

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Authorized User

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Automatic Number Identification ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

Business Service

A service which conforms to one (1) or more of the following criteria:

- A. Used primarily for a paid commercial, professional or institutional activity; or
- B. 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
- C. The service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute a business use of service unless other criteria apply.

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213.381.7999

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Called Station

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

Calling Card

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Central Office

An operating office of the Company where connections are made between telephone exchange lines.

Change

Includes the rearrangement or reclassification of existing service at the same location.

Commission

The Missouri Public Service Commission (“Commission”)

Company

Silv Communication Inc. (“Silv”)

Credit Card

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company’s operator.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Credit Card

A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises Equipment (“CPE”)

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX or other communication system.

Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Dual Tone Multi-Frequency (“DTMF”)

The pulse type employed by tone dial station sets (touch tone).

Exchange

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Final Account

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

Flat Rate Service

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

Holidays

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

Interruption

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

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

Resale of Service

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without "adding value") for profit.

Subscriber

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See "Customer" definition.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Suspension

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

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SECTION 2 – RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Missouri.
- 2.1.2. Company offers resold telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.
- 2.1.5. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.1.6. Service may be terminated pursuant to the provisions of applicable Commission regulations.
- 2.1.7. This Tariff shall be interpreted and governed by the laws of the State of Missouri regardless of its choice of laws provision.

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this tariff.
- 2.2.2. 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 the Company.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.2. LIMITATIONS, Continued

- 2.2.3. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.4. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.5. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until this indebtedness is satisfied.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. USE, Continued

- 2.3.5. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a customer or end user as the result of interrupted or unsatisfactory service.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.4. Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, Commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.8. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, as set forth in Section 2.11.6, below.
- 2.4.9. The Company shall not be liable 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 the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.10. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including 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 the Customer's agent, to the Company's network.
- 2.4.11. In the absence of gross negligence or willful misconduct, 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, will attach to the Company.
- 2.4.12. The Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.
- 2.4.13. As part of providing any private listing or 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 a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.14. 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. EQUIPMENT AND FACILITIES

2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this tariff. Beyond this responsibility, the Company will not be responsible for:

- A. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. The reception of signals by Customer-provided equipment; or
- C. Network control signaling when performed by Customer-provided network control signaling equipment.

2.5.2. At the request of the Customer, installation or maintenance may be performed outside of 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 by the Company will apply. If installation or maintenance 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.

2.6. CUSTOMER RESPONSIBILITIES

2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. CUSTOMER RESPONSIBILITIES, Continued

- 2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

2.7. INTERRUPTION OF SERVICE

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service since the Customer has the option of using the long distance network via local exchange company access.
- 2.7.3. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.7.4. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. RESTORATION OF SERVICE

- 2.8.1. 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.
- 2.8.2. When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

2.9. MINIMUM SERVICE PERIOD

- 2.9.1. The minimum service period is one month (30 days). The Customer must pay the regular listed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.
- 2.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.9.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. ACCESS TO CUSTOMER'S PREMISES**

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.11. PAYMENTS AND BILLING

- 2.11.1. 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. This notice is in addition to the notice required in 4 CSR 240-33.045.
- 2.11.2. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer on not less than thirty (30) days' notice.
- 2.11.3. The Customer is responsible for the payment of all charges for services furnished to the customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.11.4. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law and may be subject to additional collection agency fees.
- 2.11.5. Return check charges of \$20.00 may be applied in the event of a financial institution's return of a Customer's check.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. PAYMENTS AND BILLING, Continued

- 2.11.6. The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within forty five (45 days of the date of the invoice. (Billing inquiries may be made in writing, in person, or via telephone.) Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.
- 2.11.7. Billing disputes should be addressed to Company's Customer service organization via the Company's toll-free telephone number, 888.723.2199. Customer service representatives are available from 9:00 a.m. to 5:00 p.m. Pacific Time. Messages may be left for Customer services from 5:01 p.m. to 8:59 a.m. Pacific Time, which will be responded to on the next business day.
- 2.11.8. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
 - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, Customers who are not satisfied with the Company's handling of a dispute may contact the Commission at the following address and telephone number:

Missouri Public Service Commission
Governor Office Building
200 Madison Street
PO Box 360
Jefferson City, MO 65102-0360
PSC Main Line: 1.573.751.3234
Main Toll Free: 1.800.392.4211

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Utility Consumer Hotline: 1.800.392.4211

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY CUSTOMER

- 2.12.1. Business Customers may cancel Service by providing written notice to Company at least thirty (30) days prior to cancellation. Residential Customers may cancel Service by providing written or oral notice to Company at least five (5) days prior to cancellation. Customers may cancel Service by subscribing to another presubscribed interexchange carrier.
- 2.12.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.12.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.
- 2.12.4. The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY

2.13.1. Company reserves the right to immediately discontinue furnishing the service to Customers:

- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, to the public or to employees of the utility; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

2.13.2. Company may discontinue service according to the following conditions upon fifteen (15) days written notice via first-class U.S. mail, followed by a second written notice five (5) days prior to discontinuance of service, under the following circumstances and pursuant to the procedures set forth in 4 CSR 240-33.070:

- A. For violation of Company's filed tariff.
- B. For the non-payment of any proper charge as provided by Company's tariff in accordance with the terms of a deferred payment agreement.
- C. For Customer's breach of the contract for service between the utility and Customer.
- D. When necessary for the Company to comply with any order or request of any

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governmental authority having jurisdiction.

SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

- 2.13.3. Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:
- 2.13.3.1. The use of facilities or service of the Company without payment of tariff charges; or
 - 2.13.3.2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons; or
 - 2.13.3.3. The use of profane or obscene language; or
 - 2.13.3.4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls.
- 2.13.4. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.13.5. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

2.13.6. The Company may discontinue service without notice in the event of:

2.13.6.1. Customer use of equipment in such a manner as to adversely affect the Company's service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

2.13.6.2. Customer's tampering with the equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

2.13.6.3. Customer's unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. ADVANCED PAYMENTS AND DEPOSITS

The Company does not require from any Customer a minimum cash deposit or other guaranty to secure payment of bills.

2.15 INTERCONNECTION

- 2.15.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. 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 and 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. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.15.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.15.3. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. 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.

2.17. 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.

2.18. MISSOURI UNIVERSAL SERVICE FUND

2.18.1. Company will place on each retail end-user customer's bill a surcharge equal to the Missouri Universal Service fund percentage assessment ordered by the Commission.

2.18.2. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund"

2.18.3. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

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SECTION 3 – DESCRIPTION OF SERVICES

3.1. INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3.1.1. Company offers a switched access, Outbound (1 + dialing) InterLATA and IntraLATA service which allows a Customer to establish a communications path between two stations by using uniform dialing plans. Calls are routed over the Company's underlying carrier network and Company switching facilities. Calls are billed in increments with minimum billing increments unless otherwise specified. Fractional billed amounts are rounded up to the next whole cent.

3.2. APPLICATION OF RATES

3.1.1. Timing of Calls

3.1.1.1. The Customer's usage charge is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer and termination is determined by hardware supervision in which the distant local telephone company sends or ends an supervision signal to Company's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.

3.1.1.2. Unless otherwise stated in this Tariff, the minimum call duration for billing purposes is one minute with one minute billing increments thereafter.

3.1.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.

3.1.1.4. There is no billing for incomplete calls.

3.1.2. Service Areas

3.1.2.1. Unless otherwise specified in this tariff, Company's interexchange Service area is statewide.

3.1.2.2. 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.

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SECTION 3 - SERVICES

3.2 PROMOTIONAL OFFERINGS

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. Company will offer all promotions in a non-discriminatory manner.

3.3. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Pursuant to Section 392.200.8 RSMO. Customer-specific ICB pricing is authorized for: (1) dedicated, nonswitched, private line, and special access services, (2) central office based switching systems which substitute for customer premise, private branch exchange (PBX) services and (3) any retail business service.

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SECTION 4 – RATES AND CHARGES**4.1. INTEREXCHANGE SERVICE CHARGES**

Monthly service charges apply exclusively to Switched Access Services

4.1.1. Switched Access Service - InterLATA

Initial 30 seconds	\$0.045
Each additional 30 seconds	\$0.045

4.1.2. Switched Access Service - IntraLATA

Initial 30 seconds	\$0.110
Each additional 30 seconds	\$0.110

4.1.3. Unlimited Plan

Customers receive unlimited intrastate, interstate, and Canada calls under a single recurring monthly charge per line.

Unlimited Plan, initial line, per month	\$29.95
Unlimited Plan, each additional line, per month	\$24.95

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SECTION 4 – RATES**4.2. MISCELLANEOUS FEES AND SURCHARGES****4.2.1. Monthly Service Fee**

Service Fee, Per Account, Per Month \$4.99

4.2.2. Primary Interexchange Carrier Change Charge

Charge, per change \$5.95

4.2.3. Late Payment Penalty

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

4.2.4. Returned Check Charge

A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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