ALLSTAR Telecom 223 E. De La Guerra Santa Barbara, CA 93101 (805) 899-1962

FILED²

September 3, 1999

Cecil L. Wright
Missouri Public Service Commission
301 W. High Street, Suite 530
Jefferson City, Missouri 65102

Missouri Public Service Commission

Re: <u>AS Telecommunications, Inc.'s Application</u> for a Certificate of Service Authority

TA-2000-223

To Whom It May Concern:

Enclosed for Commission approval, please find an original and fourteen (14) copies of AS Telecommunications, Inc.'s (d/b/a ALLSTAR Telecom) application for a Certificate Service Authority. AS Telecommunications, Inc. is seeking authority to operate as a switchless reseller of long distance services in the State of Missouri.

Acknowledgement and date of receipt of this transmittal letter is respectfully requested and a pre addressed stamped envelope is enclosed for this purpose.

If you should have any questions regarding this application or need any supplemental information, please contact me at (805) 963-1619, extension 3711.

Thank you for your assistance.

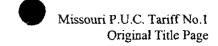
Sincerely,

Eric E. Bohman

On Behalf of AS Telecommunications, Inc.

Enclosures





MISSOURI TELECOMMUNICATIONS TARIFF

REGULATIONS, RATES, AND CHARGES APPLICABLE TO TELECOMMUNICATIONS SERVICES FURNISHED BY AS TELECOMMUNICATIONS, INC. D/B/A ALLSTAR TELECOM. SERVICES ARE FURNISHED BY MEANS OF WIRE, RADIO, TERRESTRIAL OR SATELLITE FACILITIES OR ANY COMBINATION THEREOF.

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Effective: October 29, 1999

Issued by:

Ken Hilden
AS Telecommunications, Inc.
223 East De La Guerra Street
Santa Barbara, California 93101





CHECK SHEET

The Title Page and Pages 1 through 24 inclusive of this tariff are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

All material in this tariff is new.

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CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

1. <u>APPLICATION OF TARIFF</u>

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Ken Hilden AS Telecomm

AS Telecommunications, Inc. 223 East De La Guerra Street Santa Barbara, California 93101 This tariff contains the regulations, rates and charges applicable to the provision of domestic interexchange telecommunications services by AS Telecommunications, Inc. d/b/a ALLSTAR Telecom (hereinafter "Carrier"). Service is furnished subject to the availability of facilities and subject to transmission, atmospheric, and like conditions.

2. DEFINITION OF TERMS AND ABBREVIATIONS

Access Line - A facility arrangement which connects Customer's location to Carrier's network switching center.

Authorization Code - A numerical code, one or more of which are available to Customer to enable it to access Carrier's network, and which are used by Carrier both to prevent unauthorized access to its facilities and to identify Customers for billing purposes.

Carrier - STAR Telecommunications, Inc. d/b/a ALLSTAR Telecom.

Casual Calling - Service provided from a line that is not presubscribed to Carrier by dialing a Carrier Identification Code (CIC) in the form "10 XXX" or "10 10 XXX," or otherwise.

Commission - The Federal Communications Commission

Contract Service Arrangement - A Customer-specific form of agreement for service.

Conversation Minutes - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

Customer - The company, individual, or other entity which orders or uses Service and is therefore responsible for the payment of charges due and for compliance with Carrier's tariff regulations.

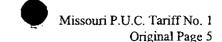
Interruption - Interruption shall mean a condition whereby the Service or a portion thereof is inoperative. Measurement of condition begins with the notice, by the Customer to the Carrier, that such Service is inoperative and ends at the time of restoration.

Local Access And Transport Area (LATA) - A geographically defined service area established for the administration of telecommunications services.

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Point-of-Presence (POP) - The physical location at which Customer accesses the network services of Carrier within a state or LATA.

Service - Any service provided by Carrier to Customer pursuant to a Service Agreement, a Contract Service Agreement and this tariff, whether or not defined in this section 2.

Service Agreement - Any standard form of agreement between Carrier and Customer which, subject to the terms and conditions of this tariff, defines the relationship between Carrier and Customer.

Service Area - The geographic area in which Customers may access and use Service. For Switched Access 1+ Service the Service Area includes all equal access areas within the United States. For all other services the Service Area is the United States.

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3. REGULATIONS

3.1 Undertaking of the Carrier

- 3.1.1 Service is furnished for interstate telecommunications originating at specified points within the United States under the terms and conditions of this tariff.
- 3.1.2 Carrier shall install, operate, and maintain Service provided hereunder in accordance with the terms and conditions set forth in this tariff.
- 3.1.3 Service may be provided over transmission facilities which the Carrier does not own (i.e., on a resale basis). Notwithstanding the foregoing, Customer shall be considered a customer of Carrier, and not of any other carrier.
- 3.1.4 Carrier may, when authorized by Customer, act as Customer's agent for ordering dedicated Access Lines or facilities provided by other carriers to allow connection of specified locations of Customer to the network of Carrier. Customer shall be responsible for all charges due for such service arrangements.
- 3.1.5 Service is provided under the terms and conditions of this tariff and, where applicable, a Service Agreement or Contract Service Arrangement. Service is available twenty-four (24) hours per day, seven (7) days per week.
- 3.1.6 Carrier permits Casual Calling by callers without an established account.

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3.2 Limitations on Service

- **3.2.1** Service is offered subject to the availability of the necessary facilities and subject to the provisions of this tariff.
- 3.2.2 To the extent that any conflict arises between the terms and conditions of a Service Agreement and the terms and conditions of this tariff, the tariff shall prevail.
- 3.2.3 Carrier reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions reasonably beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this tariff, or in the event of non-payment by Customer.
- 3.2.4 Service provided under this tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of Service, except with the prior written consent of Carrier. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and where all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 3.2.5 Carrier may require Customer to sign an application form furnished by Carrier and to establish credit as provided in this tariff, as a condition precedent to the initial establishment of Service. Carrier's acceptance of an application for Service to be provided an applicant whose credit has not been duly established may be subject to the deposit provisions described in Section 3.9 of this tariff. Carrier may also require a signed authorization from Customer for additions to or changes in existing Service. An application for service canceled by the applicant or by Carrier prior to the establishment of Service is subject to the provisions of this tariff.

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- 3.2.6 At the Customer's request, Carrier may assign one or more sub-accounts for billing purposes and direct sub-account invoices to affiliates of Customer or other designated entities for payment purposes. Such requests shall not affect the liability of Customer, who shall remain solely liable to Carrier for payment of all invoices for Service requested and obtained by Customer, whether invoiced by Carrier to Customer, its affiliates, or other designated entities.
- 3.2.7 Service may not be used for any unlawful purpose.

3.3 Liability of the Carrier

- 3.3.1 Except as stated in this section 3.3, the Carrier shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Carrier for willful misconduct.
- 3.3.2 THE CARRIER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING THE CARRIER'S FACILITIES OR SERVICE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CARRIER DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND THE CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT.
- 3.3.3 The liability of the Carrier, if any, for damages resulting in whole or in part, from or arising in connection with the furnishing of Service under this tariff (including but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission, failures or defects in facilities furnished by the Carrier or arising out of any failure to furnish Service), shall in no event exceed the proportionate charge to the Customer for the period of service during which such problems occurred or continue to occur.

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- 3.3.4 The Carrier is not liable for any act, omission or negligence of any telecommunications service provider whose facilities are used concurrently in furnishing any portion of the services received by Carrier, or for the unavailability of or any delays in the furnishing of any services or facilities which are provided by any other telecommunications service provider. Should the Carrier employ the service of any other common carrier in furnishing the services provided to Customer, the Carrier's liability shall be limited according to the provisions of this Section 3.3.
- 3.3.5 The Carrier shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Carrier.
- 3.3.6 The Carrier shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Carrier be liable for any damages or losses due in whole or in part to the fault or negligence of the Carrier or due in whole or in part to the failure of Customer-provided equipment or facilities.
- 3.3.7 The Carrier shall be indemnified and held harmless by the Customer from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Carrier's Services and any other claim resulting from any act or omission of the Customer relating to the use of the Carrier's facilities.
- 3.3.8 Under no circumstances whatever shall the Carrier or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.
- 3.4 Cancellation or Discontinuance of Service by Carrier
 - 3.4.1 Without incurring any liability, the Carrier may cancel future Service or discontinue existing Service to Customer for:

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- A. Customer's noncompliance with any of the provisions of this tariff or any applicable state, municipal or Federal law, ordinance or regulation.
- **B.** Nonpayment of any sum due Carrier for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- C. Nonpayment of any deposit requested by the Carrier under Section 3.9 of this tariff.
- **D.** Use of equipment in such a manner as to adversely affect Carrier's equipment or Service to others.
- E. Where Service has not been duly authorized; has been obtained by fraud, false pretenses, or trick; or Carrier has reason to believe that Service has been or would be unauthorized or obtained fraudulently, under false pretenses, or trick. Whenever Service is canceled or discontinued pursuant to this Section 3.4.1.E., Carrier may, before restoring Service, require Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized or fraudulent use and to pay to Carrier an amount reasonably estimated by Carrier as the loss in revenues to Carrier resulting from such unauthorized or fraudulent use plus claims lodged against Carrier by third parties.
- F. Any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing Service to Customer.
- 3.4.2 Carrier shall give Customer such notice as is required by applicable laws and regulations prior to canceling or discontinuing service. In the absence of any legal requirement to the contrary, Carrier may provide Customer with such notice as the Carrier deems necessary to give Customer an opportunity to remedy the cause of the planned cancellation or discontinuation.
- 3.4.3 If Customer orders Service from Carrier which requires special construction or facilities for Customer's use, and that Service is canceled or discontinued by Carrier for the reasons listed in this section 3.4, a

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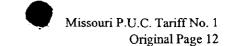
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charge shall be made to Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer.

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Ken Hilden

AS Telecommunications, Inc. 223 East De La Guerra Street Santa Barbara, California 93101



3.5 Cancellation or Termination of Service by Customer

- 3.5.1 If Customer has ordered Service from Carrier pursuant to the terms and conditions of a Service Agreement, any cancellation or termination of Service is subject to the terms and conditions of that Service Agreement.
- 3.5.2 If Customer orders Service from Carrier which requires special construction or facilities for Customer's use, and then cancels its order before Service begins, a charge shall be made to Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer.
- 3.5.3 If Customer terminates Service prior to the end of the term specified in the Service Agreement, Customer shall be responsible for all charges incurred to the date of termination, including, but not limited to, all charges to Carrier by other carriers for Service provided to Customer, and any applicable cancellation or termination charges as specified in the Service Agreement.
- 3.6 Contract Service Arrangements Customer specific Contract Service
 Arrangements may be furnished by Carrier in lieu of existing tariff offerings. Any
 non-standard rates, charges, terms or conditions stated in said Contract Service
 Arrangements shall prevail in the event of a conflict with like terms in this tariff,
 subject to applicable Federal Communications Commission rules and regulations.
- 3.7 Restoration of Service The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

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3.8 Payment and Billing

- 3.8.1 All Service by Carrier is provided and billed on a monthly basis. For the billing of fixed charges, Service is considered to be established upon the day which Carrier notifies Customer of the installation and testing of Customer's Service. For the billing of usage-sensitive charges, Customer shall be billed for all charges accrued beginning upon its initial access to Service. All charges shall be billed monthly in arrears and are due and payable by Customer upon receipt. When Carrier is unable to bill Customer calls due to lack of complete billing information or for other reasons, bills for Service may be rendered up to one hundred eighty (180) days in arrears. The rates charged to Customer for Service shall be the rates in effect on the first day of Customer's billing cycle.
- 3.8.2 Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, shall be charged on any amount remaining unpaid after thirty (30) days from delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- 3.8.3 The security of Authorization Codes used by Customer are the responsibility of Customer. All calls placed using such Authorization Codes or using facilities owned or controlled by Customer shall be billed to Customer and must be paid by Customer.
- 3.8.4 Carrier reserves the right on an ongoing basis to examine the credit record and payment habits of Customer. A Customer whose Service has been discontinued by Carrier for the non-payment of bills shall be required to pay any unpaid balance due to Carrier before Service is restored and, in the event of such non-payment, the reactivation of Service may require the placement of a deposit by Customer. Carrier may also require a deposit from Customers who fail to comply with the payment terms of a Service Agreement, a Contract Service Arrangement, or this tariff.
- 3.8.5 If notice from Customer of a dispute as to charges is not received in writing by Carrier within thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service, the billing will be considered correct and binding.
- 3.8.6 A charge of twenty-five dollars (\$25.00) or the applicable statutory return

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check charge, whichever is less, shall apply whenever any check or draft for payment of Service is not accepted by the institution on which it is written.

- 3.9 Deposits Based upon its review of applicable credit information, Carrier reserves the right to collect a deposit, or obtain other forms of security, from a Customer prior to initially providing Service or continuing to provide Service. Such deposit, if collected by Carrier, shall not exceed an amount equal to one (1) month's estimated average billable charges to Customer. Carrier shall pay interest on deposits as may be required by law.
- 3.10 Advance Payments Carrier does not require or collect advance payments from Customers, unless such payments are specifically provided for in this tariff.

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3.11 Taxes and Regulatory Fees

- 3.11.1 Service may be subject to certain federal taxes at the prevailing rates. All such taxes are listed as separate line items on Customer's invoice and are not included in the rates and charges listed herein. Service shall not be subject to taxes for a given taxing jurisdiction if Customer provides Carrier with written verification, acceptable to Carrier and to the relevant taxing jurisdiction, that Customer has been granted a tax exemption.
- 3.11.2 Carrier may also collect from Customer a pro rata portion, including administrative expenses, of certain regulatory fees imposed on the Carrier by the Commission, including but not limited to fees imposed on the Carrier to support universal telecommunications service.
- 3.11.3 Carrier may collect from Customer charges Carrier pays for access to local networks, including, but not limited to, Commission-mandated charges such as the Presubscribed Interexchange Carrier Charge. Carrier may also collect from Customer administrative expenses associated with such charges.
- 3.11.4 Carrier may collect from Customer that portion of payments made to other carriers which reflects pass throughs to Carrier of payments made by such other carriers of regulatory fees (including but not limited to fees imposed on such other carriers to support universal telecommunications service) and fees for access to local networks. Carrier may also collect from Customer administrative expenses associated with such charges.

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- 3.12 Terminal Equipment Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by Customer. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Commission.
- 3.13 Interconnection Service furnished by Carrier to Customer may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

3.14 Inspection, Testing and Adjustment

- 3.14.1 Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of Customer's or Carrier's equipment. Carrier may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- 3.14.2 Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Carrier.
- 3.14.3 Carrier shall not be liable to Customer for any damages for Service interruption pursuant to this Section, and Customer shall not be entitled to any credit for interruption of Service pursuant to this Section when the interruption of Service is less than two (2) hours.

3.15 Interruption of Service

3.15.1 Customer shall be given a credit allowance for any interruption of Service which is not due to (a) Carrier's inspection, testing or adjustment, if for a

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period of two (2) hours or less; (b) mistakes or errors of Customer; or (c) the failure of facilities or equipment provided by Customer.

- 3.15.2 Credit allowances shall be subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption of Service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer, or is not in facilities or equipment, if any, furnished by Customer and connected to Carrier's facilities.
- 3.15.3 For the purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours.
- 3.15.4 No credit shall be allowed for any interruption of Service of a continuous duration of less than two (2) hours.
- 3.15.5 Customer shall receive a credit against any monthly fixed charges for an interruption of Service of two (2) hours or more at the rate of 1/720th of the monthly non-usage sensitive charges for the Service affected for each hour or major fraction thereof that the interruption continues. The formula for calculating credit shall be as follows:

$$Credit = \underline{A} \times B$$

"A" = Outage time in hours

"B" = Total monthly fixed (non-usage sensitive) charge for affected Service or facility.

4. DESCRIPTION OF SERVICE

- 4.1 Availability of Service Carrier offers interexchange telecommunications service to any person or company within its service area who desires to be a Customer, subject to the terms and conditions of this tariff. Service is available twenty-four (24) hours per day, seven (7) days per week.
- 4.2 Timing of Calls

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- **4.2.1** Usage sensitive charges are based on the actual usage of Carrier's network. Such charges are measured in Conversation Minutes.
- 4.2.2 Chargeable time for Customer shall begin when the called party answers, as determined by hardware answer supervision, provided that such capabilities are available from the local telephone company. If hardware answer supervision is not available, then Carrier will employ industry accepted standards for the timing of calls. Chargeable time for a call shall end upon disconnection by either party.
- 4.2.3 The initial period (minimum call duration) for billing purposes may vary by service offering, as indicated in Section 5.2 of this tariff.
- 4.2.4 Unless otherwise specified in this tariff, Customer call charges are measured and rounded for billing purposes to the next higher six (6) second increment after the initial period, except for Casual Calling Service usage which is measured and rounded to the next higher (1) minute after the initial period. Charges are then rounded up to the nearest \$.01.
- 4.2.5 No charges apply for incomplete calls. If Customer believes it has been incorrectly billed for an incomplete call, Carrier shall, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

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- **4.3** Service Offerings Applicable rate schedules for the following services are provided in Section 5.
 - **4.3.1** Switched Access 1+ Service An outbound long distance service. This service utilizes Feature Group D access.
 - **4.3.2 Dedicated Access Outbound Service** An outbound long distance service that utilizes dedicated Access Lines to connect the service location(s) of Customer to Carrier's POP.
 - 4.3.3 Switched Termination Toll Free Service An inbound long distance service that terminates calls over the local telephone lines of Customer. Calls are toll free to the calling party.
 - 4.3.4 Dedicated Termination Toll Free Service An inbound long distance service that terminates calls over dedicated Access Lines from Carrier's POP to the service location(s) of Customer. Calls are toll free to the calling party.
 - 4.3.5 Travel Card Service An outbound long distance service that allows Customer to place long distance calls from locations other than their primary service location through the use of a toll free network access number and an Authorization Code.
 - 4.3.6 Casual Calling Service A service that allows Customer to place long distance calls from a line that is not presubscribed to Carrier by dialing a Carrier Identification Code (CIC) in the form "10 XXX" or "10 10 XXX," or otherwise.

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4.4 Dedicated Access Lines — Dedicated Access Lines may be required to connect Customer locations to Carrier's POP. Such dedicated Access Lines, when required, shall be the sole responsibility of Customer. Notwithstanding such responsibility, Carrier may, upon Customer's request, order such dedicated Access Lines on behalf of Customer and invoice Customer for all related recurring and non-recurring charges.

5. RATES AND CHARGES

5.1 General

- 5.1.1 Conversation Minutes, which reflect usage sensitive charges resulting from use of Service, are billed for all Services except Casual Calling Service in increments of six (6) seconds with an initial period as indicated below. Following the initial period, all charges for these Services are rounded to the next higher six (6) second increment for billing purposes. The charge for each call is then rounded up to the nearest \$.01. Conversation Minutes for Casual Calling Service are billed in increments of one (1) minute with an initial period of one (1) minute, as indicated below. Following the initial period, all charges for Casual Calling Service are rounded to the next higher one (1) minute increment for billing purposes. The charge for each call is then rounded up to the nearest \$.01.
- 5.1.2 Other than the charges indicated in prior sections of this tariff, there are no installation charges or monthly recurring charges for Service, except for charges indicated in Section 5.3 and the installation charges and/or monthly recurring charges associated with the use of dedicated Access Lines ordered by Carrier on behalf of Customer.

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5.2 Initial Periods

- 5.2.1 The initial period for Switched Access 1+ Service is six (6) seconds.
- **5.2.2** The initial period for Dedicated Access Outbound Service is six (6) seconds.
- 5.2.3 The initial period for Switched Termination Toll Free Service is eighteen (18) seconds.
- 5.2.4 The initial period for Dedicated Termination Toll Free Service is eighteen (18) seconds.
- 5.2.5 The initial period for Travel Card Service is thirty (30) seconds.
- **5.2.6** The initial period for Casual Calling Service is one (1) minute.

5.3 Basic Service Rates

5.3.1 Switched Access 1+ Service

Usage Sensitive Charges (Rate Per Minute):

Calls originating and terminating in continental United States (All Day Periods):

\$ 0.1490

Calls originating or terminating in Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands (All Day Periods):

\$0.2000

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5.3.2 Dedicated Access Outbound Service

Usage Sensitive Charges (Rate Per Minute):

Calls originating and terminating in continental United States (All Day Periods):

\$ 0.0790

Calls originating or terminating in Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands (All Day Periods):

\$0.1800

5.3.3 Switched Termination Toll Free Service

Usage Sensitive Charges (Rate Per Minute):

Calls originating and terminating in continental United States (All Day Periods):

\$ 0.1490

Calls originating or terminating in Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands (All Day Periods):

\$0.2400

Non-Usage Sensitive Charges:

Installation fee for toll free number:	\$ 10.00		
Per Directory Listed Toll Free Number Per Month:	\$ 27.00		
Monthly recurring charge:	\$ 5.00		
Charge per call for all calls originating from			
payphones	\$ 0.45		

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5.3.4 Dedicated Termination Toll Free Service

Usage Sensitive Charges (Rate Per Minute):

Calls originating and terminating in continental

United States (All Day Periods):

\$ 0.0790

Calls originating or terminating in Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands

(All Day Periods):

\$0.1800

Non-Usage Sensitive Charges:

Installation fee for toll free number: \$25.00

Per Directory Listed Toll Free Number Per Month:

er Per Month: \$ 27.00

Charge per call for all calls originating from payphones

\$ 0.45

5.3.5 Travel Card Service

Usage Sensitive Charges (Rate Per Minute):

Calls originating and terminating in continental

United States (All Day Periods):

\$ 0.1800

Calls originating or terminating in Alaska,

Hawaii, Puerto Rico, U.S. Virgin Islands (All Day Periods):

\$0.2500

Non-Usage Sensitive Charges:

Charge Per Call \$ 0.30

Charge per call for all calls originating from

payphones

\$ 0.45

5.3.6 Casual Calling Service

Usage Sensitive Charges (Rate Per Minute):

All Day Periods:

\$ 0.1790

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5.4 Other Service Charges

5.4.1 Returned Check Fee

Returned Check Charge (Per Check):

\$25.00

5.4.2 Directory Assistance Charge

Charge Per Directory Assistance Call:

\$0.85

5.5 Special Promotions

Carrier may, from time to time, waive or vary the rates and charges associated with certain services for promotional, market research, or other similar purposes. In no case shall the resulting rates and charges exceed the rates and charges listed in this tariff for the same services.

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- 5.6 Service Offerings for ALLSTAR's Home Run, All World, Grand Slam, and Triple Play Calling Plans— Applicable rate schedules for the following services are provided in Section 5.8.
 - 5.6.1 Switched Access 1+ Service An outbound long distance service. This service utilizes Feature Group D access.
 - 5.6.2 Dedicated Access Outbound Service An outbound long distance service that utilizes dedicated Access Lines to connect the service location(s) of Customer to Carrier's POP.
 - 5.6.3 Switched Termination Toll Free Service An inbound long distance service that terminates calls over the local telephone lines of Customer. Calls are toll free to the calling party.
 - 5.6.4 Dedicated Termination Toll Free Service An inbound long distance service that terminates calls over dedicated Access Lines from Carrier's POP to the service location(s) of Customer. Calls are toll free to the calling party.
 - 5.6.5 Travel Card Service An outbound long distance service that allows Customer to place long distance calls from locations other than their primary service location through the use of a toll free network access number and an Authorization Code.
 - 5.6.6 Casual Calling Service A service that allows Customer to place long distance calls from a line that is not presubscribed to Carrier by dialing a Carrier Identification Code (CIC) in the form "10 XXX" or "10 10 XXX," or otherwise.

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5.7 Dedicated Access Lines — Dedicated Access Lines may be required to connect Customer locations to Carrier's POP. Such dedicated Access Lines, when required, shall be the sole responsibility of Customer. Notwithstanding such responsibility, Carrier may, upon Customer's request, order such dedicated Access Lines on behalf of Customer and invoice Customer for all related recurring and non-recurring charges.

5.8 RATES AND CHARGES

5.8.1 General

- A. Conversation Minutes, which reflect usage sensitive charges resulting from use of Service, are billed for all Services except Casual Calling Service in increments of six (6) seconds with an initial period as indicated below. Following the initial period, all charges for these Services are rounded to the next higher six (6) second increment for billing purposes. The charge for each call is then rounded up to the nearest \$.01. Conversation Minutes for Casual Calling Service are billed in increments of one (1) minute with an initial period of one (1) minute, as indicated below. Following the initial period, all charges for Casual Calling Service are rounded to the next higher one (1) minute increment for billing purposes. The charge for each call is then rounded up to the nearest \$.01.
- B. Other than the charges indicated in prior sections of this tariff, there are no installation charges or monthly recurring charges for Service, except for charges indicated in Section 5.3 and the installation charges and/or monthly recurring charges associated with the use of dedicated Access Lines ordered by Carrier on behalf of Customer.

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5.8.2 Initial Periods

- A. The initial period for Switched Access 1+ Service is six (6) seconds.
- **B.** The initial period for Dedicated Access Outbound Service is six (6) seconds.
- C. The initial period for Switched Termination Toll Free Service is eighteen (18) seconds.
- **D.** The initial period for Dedicated Termination Toll Free Service is eighteen (18) seconds.
- **E.** The initial period for Travel Card Service is thirty (30) seconds.
- **F.** The initial period for Casual Calling Service is one (1) minute.

5.8.3 Basic Service Rates

A. Switched Access 1+ Service

Usage Sensitive Charges (Rate Per Minute):

Interlata:

\$0.109

Intralata:

\$0.109

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B. Dedicated Access Outbound Service

Usage Sensitive Charges (Rate Per Minute):

Interlata:

\$0.065

Intralata:

\$0.065

C. Switched Termination Toll Free Service

Usage Sensitive Charges (Rate Per Minute):

Interlata:

\$0.109

Intralata:

\$0.109

Non-Usage Sensitive Charges:

Installation fee for toll free number:

\$ 10.00

Per Directory Listed Toll Free Number Per Month:

\$ 27.00

Monthly recurring charge:

\$ 5.00

Charge per call for all calls originating from payphones

\$ 0.45

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D. Dedicated Termination Toll Free Service

Usage Sensitive Charges (Rate Per Minute):

Interlata:

\$0.065

Intralata:

\$0.065

Non-Usage Sensitive Charges:

Installation fee for toll free number:

\$ 25.00

Per Directory Listed Toll Free Number Per Month:

\$ 27.00

Charge per call for all calls originating from

payphones

\$ 0.45

E. Travel Card Service

Usage Sensitive Charges (Rate Per Minute):

Interlata:

\$0.170

Intralata:

\$0.170

Non-Usage Sensitive Charges:

Charge Per Call

\$ 0.30

Charge per call for all calls originating from

payphones

\$ 0.45

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5.8.4 Other Service Charges

A. Returned Check Fee

Returned Check Charge (Per Check):

\$25.00

B. Directory Assistance Charge

Charge Per Directory Assistance Call:

\$0.85

5.8.5 Regulatory Fees

- (1) Carrier may also collect from Customer a pro rata portion, including administrative expenses, of certain regulatory fees imposed on the Carrier by the Commission, including but not limited to fees imposed on the Carrier to support universal telecommunications service.
- (2) Carrier may collect from Customer charges Carrier pays for access to local networks, including, but not limited to, Commission-mandated charges such as the Presubscribed Interexchange Carrier Charge. Carrier may also collect from Customer administrative expenses associated with such charges.
- (3) Carrier may collect from Customer that portion of payments made to other carriers which reflects pass throughs to Carrier of payments made by such other carriers of regulatory fees (including but not limited to fees imposed on such other carriers to support universal telecommunications service) and fees for access to local networks. Carrier may also collect from Customer administrative expenses associated with such charges.

5.8.6 Special Promotions

Carrier may, from time to time, waive or vary the rates and charges associated with certain services for promotional, market research, or other similar purposes. In no case shall the resulting rates and charges exceed the rates and charges listed in this tariff for the same services.

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