

EXHIBIT IV
Missouri Tariff

One Tel/ Missouri

P.S.C. MO. No. 1

TITLE SHEET**Missouri Interexchange Telecommunications**
Tariff of One Tel Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services by One Tel Inc., with principal offices at 111 West Ocean Boulevard, Suite 2450, Long Beach, California 90802. This tariff applies for services furnished within the state of Missouri. The services are available throughout the state of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

One Tel operates as a competitive telecommunications company as defined by Case No. TO-88-142, within the state of Missouri.

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EFFECTIVE: January 24, 2000

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WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA ____ - ____, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

STATUTES

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

COMMISSION RULES

4 CSR 240-10.020	Income on depreciation fund investments.
4 CSR 240-30.010(2)(C)	Posting exchange rates at central offices.
4 CSR 240-32.030(1)(B)	Exchange boundary maps.
4 CSR 240-32.030(1)(C)	Record of access lines.
4 CSR 240-30.040(1-3)	Uniform System of Accounts.
4 CSR 240-30.040(5)(6)	Uniform System of Accounts.
4 CSR 240-32.050(3-6)	Telephone directories.
4 CSR 240-32.070(4)	Coin telephones
4 CSR 240-33.030	Inform customers of lowest priced service.
4 CSR 240-33.040(5)	Finance fee.

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

D -- Delete or Discontinue

I -- Change Resulting In An Increase To A Customer's Bill

M -- Moved From Another Tariff Location

N -- New

R -- Change Resulting In A Reduction To A Customer's Bill

T -- Change in Text Or Regulation But No Change In Rate Or Charge

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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 11 and 12 would be Sheet 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current sheet version on file with the Missouri Public Service Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

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SECTION 1 - DEFINITION OF TERMS

Access Code

The code dialed by an Authorized User to access the Company's services offered under this tariff. The Company's Access Code is 1015677.

Authorized User

Customer and any person utilizing the Carrier's services from a billing location owned and maintained by Customer.

Company, Carrier or One.Tel

Whenever used in this tariff, "Company," "Carrier" or "One.Tel" refers to One Tel Inc., unless otherwise specified or clearly indicated by the context.

Commission

Missouri Public Service Commission.

Customer

A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

Subscriber

See Customer.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company.**

The Company's services are furnished for communications originating and terminating within the state of Missouri under the terms of this tariff. One.Tel may provide such services through its own facilities, or through resale of facilities owned and operated by other carriers.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.

2.2.4 Service may be discontinued by the Company, without notice to the Subscriber or Customer, 1) by blocking traffic to or from certain cities, NXX exchanges, or individual telephone stations or 2) by blocking calls using certain Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of, or nonpayment for, its services. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Subscriber or Customer affected, assign new authorization codes to replace those codes which have been deactivated.

2.3 Use

Services provided under this tariff may be used by the Subscriber or Customer for any lawful telecommunications purpose for which the service is technically suited. The services may be used solely by Customer and persons authorized by Customer. The services may not be resold by Customer to any third persons.

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SECTION 2 - RULES AND REGULATIONS (Cont.)

2.4 Liability

- 2.4.1 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, due to causes beyond its control, including, without limitation to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, and any order, regulation or other action of any governing authority or agency thereof, or by any other cause beyond the Company's direct control.
- 2.4.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Subscriber and the Customers against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff ; or for any act or omission of the Subscriber or Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.3 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber or Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS (Cont.)2.4 Liability (Cont.)

2.4.4 With respect to any claim or suit, by a Subscriber, Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of interstate long distance service, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this tariff for the call for the period during which the call was affected. In no event shall the Company be liable for any incidental, indirect, special or consequential damages (including lost profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.4.5 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

2.5 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, or single line telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber or Customer. The Subscriber or Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of One.Tel's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.6 Payment for Service and Credit Allowance2.6.1 Payment for Service

- (A) The Customer is responsible for the payment of all charges for service furnished to the Customer and his Authorized User(s), if any.

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SECTION 2 - RULES AND REGULATIONS (Cont.)**2.6 Payment for Service and Credit Allowance (Cont.)****2.6.1 Payment for Service (Cont.)**

- (B) Notice of dispute must be received by One.Tel in writing within 30 days after the billing invoice is issued, or the invoice shall be considered correct and binding upon the Customer.
- (C) The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or Authorized User by One.Tel.

2.6.2 Taxes and Fees

Customer shall be responsible for payment of all applicable taxes, surcharges, assessments and utility fees charged with respect to the services. Taxes, surcharges, assessments and utility fees include, but are not limited to, federal excise tax, state sales tax, municipal tax, gross receipts tax, state and federal universal service assessments, and all other regulatory assessments. Applicable taxes, surcharges and utility fees are listed as separate line items in One.Tel's invoices to Customer, and are not included in the rates listed in this tariff.

2.7 Validation of Credit

Consistent with Sec. 2.8 below, One.Tel reserves the right to validate the credit worthiness of Customers in One.Tel's sole and exclusive discretion and at any time. In applying for service, Customers authorize One.Tel to provide credit information submitted by Customer to credit reporting agencies, credit providers, business references and employers for purposes of evaluating Customer's credit worthiness. One.Tel may, in its discretion, place a credit limit on Customer's account. In the event that a Customer exceeds the limit placed on such Customer's credit in a given month, then One.Tel may suspend further service unless Customer makes payment for services used or posts a deposit for additional services pursuant to this tariff. Potential customers who are denied service for failure to establish credit will be given the reason for the denial in writing within 10 days of service denial.

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SECTION 2 - RULES AND REGULATIONS (Cont.)2.8 Deposits

2.8.1 When a Deposit May be Required.

Deposits may be required from Customers who cannot establish that they have paid all undisputed charges due another telephone utility for the last 12 months, and whose credit history is unacceptable or unavailable, or who have exceeded their applicable credit limit. A deposit may be required if the Customer or prospective Customer has not had a previous service account with a telephone utility. The amount of the deposit shall not exceed an amount equal to twice the estimated average monthly bill for the services provided. An existing Customer may be required to post a deposit as a condition of continued service if: (1) charges have become delinquent for two of the last 12 billing cycles, with delinquent meaning that a payment was not received on or before the due date as posted on a bill for the Company's services, or a check, credit card payment or direct debit tendered by Customer as payment for services has been dishonored, (2) service to the Customer has been discontinued by One.Tel at any time in the past 12 months, or (3) the Customer has during one billing period in its first six months as a customer of One.Tel incurred charges greater than 400% of any previously required deposit.

2.8.2 Interest on Deposits:

Deposits held more than thirty (30) days by the Company shall bear interest at the 3-month commercial paper rate published by the Federal Reserve Board. Deposits held less than thirty (30) days shall not bear interest. No interest shall accrue on any deposit after the deposit has been credited to Customer's account or service to Customer has been discontinued, or after a reasonable but unsuccessful effort has been made to locate the customer to return the deposit. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.

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SECTION 2 - RULES AND REGULATIONS (Cont.)2.8 Deposits (Cont.)

2.8.3 Other Rules Concerning Deposits

The deposit, less the amount of any unpaid bills for services furnished by One.Tel, shall be refunded, within twenty-one (21) calendar days after the discontinuance of service, or after twelve (12) months of service, whichever comes first. The amount of the deposit, with accrued interest, may be applied by the Company to any unpaid charges for services, in which case the Company may require that an additional deposit be posted as a condition to continuing Customer's services. Customers who are denied service for failure to pay a deposit will be given the reason for the denial in writing within 10 days of service denial. The amount of any posted deposit will be shown on all bills. The Company will provide a receipt for each deposit received. The receipt shall include the Customer's name, the service address, the address where the Company or its agent received the deposit, the date and amount of the deposit, and the terms which govern retention and refund of the deposit. Deposits will be shown on all bills. Customers beginning service may post their deposit in two equal consecutive monthly installments, and begin service after the first payment.

2.9 Billing Arrangements

- 2.9.1 Customers will either be billed directly by Carrier or its intermediary, or charges will be included in Customer's regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.
- 2.9.2 Carrier will render bills monthly. Payment is due within fifteen (15) days after Customer's receipt of its bill.
- 2.9.3 Carrier may impose a late payment of 1.5% on any bill not paid within thirty (30) days of receipt by the Customer.
- 2.9.4 If a check offered by Customer for payment of services rendered is dishonored, a returned check charge shall be applied in the amount of \$20.00.

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SECTION 2 - RULES AND REGULATIONS (Cont.)2.10 Discontinuance of Service2.10.1 Discontinuance By Customer

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either oral or written. If oral, the Company may require appropriate verification of the identity of the customer.

2.10.2 Discontinuance By Carrier

2.10.2.1 Service may be discontinued by Carrier for nonpayment of bills if: (i) all undisputed portions of the bill have not been paid by the due date shown on the bill; and (ii) written notice of the proposed discontinuance is provided to Customer. In such cases, the discontinuance of service will not be initially discontinued on any Saturday, Sunday, legal holiday, or any other day Carrier's service representatives are not available to serve customers. The Company will also make an effort to contact the Customer by telephone at least 24 hours prior to discontinuance. Service may be discontinued for non-payment of bills for interstate and international services not subject to Missouri Public Service Commission jurisdiction. The Company may also discontinue service for other reasons permitted by federal or state law.

2.10.2.2 Notwithstanding the foregoing, however, Carrier may refuse or discontinue services immediately and without advance notice if the acts of Customer are such as to indicate an intention to defraud Carrier, such as by fraudulently placing and receiving calls and/or providing false credit information.

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SECTION 2 - RULES AND REGULATIONS (Cont.)2.10 Discontinuance of Service (Cont.)2.10.3 Carrier's Notice of Discontinuance

Except for discontinuance pursuant to Sec. 2.10.2.2, in circumstances where a notice of discontinuance by the Company is required, notices by Company will be provided in writing by first class mail to Customer not less than 7 calendar days prior to termination. Such notices will include the following information:

- (a) The name and address of the Customer whose account is delinquent.
- (b) The amount that is delinquent.
- (c) The date when payment or arrangements for payment are required in order to avoid termination.
- (d) The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
- (e) The procedure the Customer may use to request payment over time of the unpaid charges, including the Customer's right to enter into a settlement agreement providing for payment over time, on such terms and conditions as are agreed by the parties.
- (f) The toll-free telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.
- (g) (Intentionally ommitted).

Where service is discontinued pursuant to Sec. 2.10.2.2, the Company will provide notice by certified mail. The notice will include the reason for the discontinuance. Discontinuance pursuant to Sec. 2.10.2.2 may be made immediately, without advance notice to the Customer.

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SECTION 2 - RULES AND REGULATIONS (Cont.)**2.11. Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month. When service is used within a month, and is discontinued in the same month, Customer shall be responsible for payment of the monthly access fee for that month, plus all other applicable charges for calls made during that month.

SECTION 3 – QUALITY AND TYPE OF SERVICES OFFERED**3.1 General**

One.Tel is a long distance service provider which renders services primarily through the resale of services provided by One.Tel's underlying carriers. One.Tel's service is designed and engineered to provide high quality transmission of voice and data with a minimum level of impairment such as noise and echo. Customers may obtain One.Tel's services by dialing One.Tel's 101XXXX Access Code. That Access Code is 1015677. One.Tel does not offer 1+ services or alternative operator services at this time.

SECTION 4 – RATES**4.1 General**

Long distance service within the state of Missouri is offered by the Company as specified in this tariff. Rates apply for all days of the week, including holidays.

The Customer is ultimately responsible for all charges. Each Customer is charged individually for each call placed through the Company's network.

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SECTION 4 – RATES (Cont.)

4.2 Per Call Charges and Timing of Calls

4.2.1 Minimum duration – All completed calls shall be billed for a minimum of three (3) minutes at the rate set forth in Section 4.5. Calls will be billed for time in excess of three (3) minutes at the rate set forth in Section 4.5 in one minute increments, with fractional minutes rounded to the next highest minute.

4.2.2 Chargeable time for all calls begins when the called station is answered. Chargeable time for all calls ends when one of the parties disconnects from the call.

4.2.3 No charges are assessed for uncompleted calls.

4.3 Monthly Access Fee

In addition to the per call charges, Customer will be charged a monthly access fee of \$2.95 per month for each calendar monthly period in which Customer uses the services provided under this tariff.

4.4 Additional Pay Phone Charges

In addition to the other charges hereunder, Customer will be charged any fees assessed by the owner of pay phones used by Customer to place calls under this tariff.

4.5 Intrastate Per Call Rate

The per call billing rate applied to all intrastate dial-around calls is \$.06 per minute.

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SECTION 5 – SPECIAL PROMOTIONS

5.1 Special Promotions

Company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing customers' awareness of a particular tariff offering. These promotions will be subject to prior notification and approval by the Missouri Public Service Commission.

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