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August 30, 1999

FILED

AUG 30 1999

Mr. Dale Hardy Roberts
Executive Secretary-Chief Regulatory Law Judge
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102-0360

Missouri Public
Service Commission

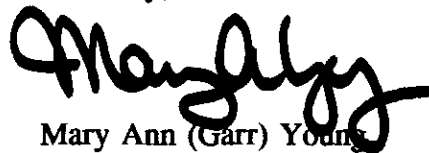
RE: Tariff File No. 2000 00172 TA-2000-196
Interexchange Telecommunications Tariff of International Exchange
Communications, Inc. d/b/a IE Com

Dear Mr. Roberts:

Enclosed please find an original and six copies of the Interexchange Telecommunications Tariff of International Exchange Communications, Inc. d/b/a IE Com, for filing with the Commission pursuant to Commission Rule 4 CSR 240-060(4)(H).

Thank you for your assistance in processing this filing. A copy is being served on the Office of Public Counsel and the General Counsel's office. If there are any questions, please call me at 634-8109.

Sincerely,



Mary Ann (Garr) Young

Enclosure

cc: Office of Public Counsel
General Counsel's Office
Mr. Ananda Mazumdar, Swidler Berlin

0000172

TITLE SHEET

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

This tariff applies to the resold long distance interexchange telecommunications services furnished by International Exchange Communications, Inc. d/b/a IE Com ("IE Com," "Company" or "Carrier") between one or more points in 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 Carrier's principal place of business, 500 Airport Blvd., Suite 340, Burlingame, California 94010.

IE Com operates as a competitive telecommunications company within the state of Missouri.

Issued: August 30, 1999

Effective: October 14, 1999

By: Gail E. Granton, Vice President
International Exchange Communications, Inc. d/b/a IE Com
500 Airport Blvd., Suite 340
Burlingame, California 94010

COMPETITIVE TELECOMMUNICATIONS COMPANY WAIVERS

IE Com is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

Statutes

Section 392.240(1)	-	Rates - 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 stock.
Section 392.320	-	Stock Dividends.
Section 392.330	-	Issuance of securities, debts, and rates.
Section 392.340	-	Capitalization Reorganization.

Regulations

4 CSR 240-10.020	-	Depreciation of fund income.
4 CSR 240-30.010(2)(C)	-	Posting of exchange rates at central operating offices.
4 CSR 240-30.040	-	Uniform System of Accounts.
4 CSR 240-32.030(1)(B)	-	Exchange boundary maps.
4 CSR 240-32.030(1)(C)	-	Record keeping.
4 CSR 240-32.030(2)	-	In-state record keeping.
4 CSR 240-32.050(3)-(6)	-	Information concerning local service tariffs, maps, directories, intercept, and telephone numbers.
4 CSR 240-32.070(4)	-	Coin telephone availability.
4 CSR 240-33.030	-	Information regarding lowest price available.
4 CSR 240-33.040(5)	-	Financing fee.

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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 page. 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 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. 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 tariff page in effect.
- 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. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Calling Card - A postpaid or prepaid calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a postpaid or prepaid account. Calls charged to a Carrier-issued postpaid Calling Card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued prepaid Calling Card will be charged against the debit account.

Carrier or Company - Refers to International Exchange Communications, Inc. d/b/a IE Com

Commission - Refers to the Missouri Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Complaint - Any oral or written report from a Subscriber or user of telephone service relating to a physical defect, difficulty or dissatisfaction with the operation of telephone facilities, errors in billing or the quality of service rendered.

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Evening - From 5:00 PM up to but not including 11:00 local time Sunday through Friday.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Subscriber/Customer - The person, firm, corporation or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

User - The person(s) utilizing Carrier's services.

Working Day - Any day on which Carrier is open for business and U.S. Mail is delivered.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Carrier

IE Com's services and facilities are furnished for communications originating at specified points within the State of Missouri under terms of this tariff.

IE Com installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

IE Com's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

The selling of intrastate interexchange ("IXC") telecommunications service to uncertificated IXC resellers is prohibited.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the customer is using service in violation of the law or the provisions of the tariff.
- 2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 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 for service.
- 2.2.5 Customers reselling or rebilling services must have a Certificate of Service Authority as an interexchange carrier from the Missouri Public Service Commission.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier

- 2.3.1 Except as otherwise stated in this section, the liability of Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.4.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.4, Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 Carrier shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by Carrier; or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of Carrier's facilities and services;
- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier-provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over Carrier's facilities;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 (Cont'd)

- F. Changes in any of the facilities, operations or procedures of Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by Carrier and is not provided to the Customer, in which event Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.
- G. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities;
- H. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for Carrier and/or is not authorized by Carrier;
- I. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- J. Any act or omission in connection with the provision of 911, E911, or similar services involving emergencies;
- K. Any noncompletion of calls due to network busy conditions;
- L. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.5 Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.

2.3.6 Carrier does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Except as otherwise provided for by applicable law or regulations or determined by a court of competent jurisdiction and unless due to Carrier's negligence, Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.7 Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

2.3.8 Any claim of whatever nature against Carrier shall be deemed conclusively to have been waived unless presented in writing to Carrier within 180 days after the date of the occurrence that gave rise to the claim.

2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service which is not due to The Company's testing or adjusting, negligence or the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, if any, furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Interruption of Service (Cont'd)

2.4.3 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$\text{Credit} = A/B \times C$

"A" - outage time in hours

"B" - total hours in a month (month = 720)

"C" - total monthly charge for affected facility

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Disconnection of Service by Carrier

Upon 5 working days written notice to the Customer, and a reasonable effort to contact Customer by phone at least 24 hours before discontinuance, Carrier may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.5.1 Non-payment of any sum due to Carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.5.4 Material misrepresentation of identification in obtaining service.

2.6 Deposits

The Company does not require a deposit from the Customer.

2.7 Advance Payments

For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Customer Complaints

Customer complaints are handled by a full service customer service department. Carrier's toll-free number will be printed on customer bills. Customers may call 1-888-551-0597 during normal business hours or submit a written complaint to:

International Exchange Communications, Inc. d/b/a IE Com
500 Airport Boulevard, Suite 340
Burlingame, CA 94010

If the customer is not satisfied with the Company's response, the customer may contact the Missouri Public Service Commission, The Truman State Office Building, 5th Floor, 301 West High Street, P.O. Box 360, Jefferson City, Missouri 65102, Telephone: (573) 751-3234 or (800) 392-4211.

2.9 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on customer bills and are not included in the quoted rates. Any fees or surcharges other than taxes will be submitted to the Commission for approval.

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SECTION 2. RULES AND REGULATIONS (Cont'd)2.10 Billing of Calls

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company in writing or by phone. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

2.11 Minimum Use Contracts

2.11.1 The Company may offer services which require a minimum use guarantee ("MUG") wherein the Subscriber agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement.

2.11.2 Should the Subscriber choose to terminate their contract prior to expiration of the term agreed to in the MUG agreement, the Subscriber will be liable for the minimum usage requirements contained in the contract multiplied by the number of months remaining in the term, unless Subscriber converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirements are specified in the contract, upon any early termination of Subscriber's contract, Subscriber will be liable for their monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

2.11.3 The initial contract period for service under this section is one month. Subsequent contract periods shall be for additional one-month periods unless otherwise specified.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Reserved for Future Use

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SECTION 3. DESCRIPTION OF RATES AND SERVICES

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 4, following.

3.1 When Billing Charges Begin and End for Phone Calls

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2-way communications, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.2 Billing Increments

The minimum call duration for billing purposes is thirty seconds for a connected call and calls beyond thirty seconds are billed in six second increments.

3.3. Uncompleted Calls

The Company does not bill customers for calls which are not completed (busy numbers, no answer, etc.).

3.4. Credit and Refunds

If a credit is requested on a call due to trouble on the line (such as bad connection, disconnection, wrong number dialed, etc.), and the credit is requested immediately through the operator of the underlying carrier, it is issued promptly. All other credit requests are handled through the Company's business office.

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SECTION 3. DESCRIPTION OF RATES AND SERVICES (Cont'd)

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA:

The square
root of:
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.6 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods.

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SECTION 3. DESCRIPTION OF RATES AND SERVICES (Cont'd)**3.7 Service Offerings****3.7.1 Prepaid Calling Card - "Travel Express"**

Prepaid Calling Card - "Travel Express", (non-operator assisted, direct-dial) is offered to Customers who purchase a prepaid calling card from Carrier. This product is offered to Customers through agents who have contracted with Carrier to market this service to said customers. Cards will be issued in denominations of \$10, \$20, \$30, \$50 and \$100.

Calls are subject to a one (1) minute minimum billing duration, and sixty (60) second billing increments. Unless where otherwise specified herein, when the application of the rates set forth in this Section results in a fractional charge for an individual call, the total charge for that particular call will be rounded up to the next higher cent. Calls are rated based on call duration, as measured from answer supervision to disconnect. No charge will generally apply to uncompleted calls, which include "ring busy" and "ring no answer" calls. All rates will be per minute of usage, twenty-four (24) hours per day, and seven (7) days per week, 365 days per year. The charge is deducted from the remaining balance on the card after disconnect. The Customer is notified by a beep when one (1) minute of usage remains on the card, if the card is in use.

For intrastate interLATA and intraLATA calls, Customers access the Prepaid Calling Card service by:

1. Dialing 1 + Toll Free Number (800/888) - as indicated on reverse of card.
2. At voice prompt, entering the Card Number.
3. At voice prompt, entering desired destination number by dialing 1 + (Area Code [NPA]) + (Exchange [NXX]) + (Station [XXXX]).
4. Calls are routed over Carrier's transmission and switching facilities to any valid domestic location served by Carrier.
5. Customer is notified of the dollar value and the number of domestic minutes of usage remaining on the card.

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SECTION 3. DESCRIPTION OF RATES AND SERVICES (Cont'd)

3.7 Service Offerings (Cont'd)

3.7.2 SNAP Servicesm

SNAP Servicesm (non-operator assisted, direct-dial) is offered to customers, including but not limited to, residential and business Customers.

Calls are subject to a one (1) minute minimum billing duration, and sixty (60) second billing increments. Calls are rated based on call duration, as measured from answer supervision to disconnect. No charge will generally apply to uncompleted calls, which include "ring busy" and "ring no answer" calls, and such uncompleted calls will not knowingly be charged to the Customer and, if charged in error, will be refundable to the Customer. Unless where otherwise specified herein, when the application of the rates set forth in this Section results in a fractional charge for an individual call, the total charge for that particular call will be rounded up to the next higher cent.

All calls and charges covered by this product description will be rendered to the customer by the Local Exchange Company (LEC) on behalf of Carrier by its billing agent.

Issued: August 30, 1999

Effective: October 14, 1999

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SECTION 3. DESCRIPTION OF RATES AND SERVICES (Cont'd)**3.7 Service Offerings (Cont'd)****3.7.3 Postpaid Calling Card - "Travel Express"**

Carrier offers Postpaid Calling Card - "Travel Express," (non-operator assisted, direct-dial) to customers who select Carrier as their long distance carrier and request a calling card on the letter of Agency (LOA) submitted to Carrier for activation. This product is offered to Customers through agents who have contracted with Carrier to market this service to said Customers.

Calls are subject to a one (1) minute minimum billing duration, and sixty (60) second billing increments. Calls are rated based on call duration, as measured from answer supervision to disconnect. No charge will generally apply to uncompleted calls, which include "ring busy" and "ring no answer" calls.

Customers access Postpaid Calling Card by:

1. Dialing 1+ toll free number (800/888) - as indicated on reverse of card.
2. At voice prompt, entering card number.
3. At voice prompt, entering desired destination number by dialing It (Area Code [NPA]) + (Exchange [NXX]) + (Station [XXXX]).
4. Calls are routed over Carrier's transmission and switching facilities to any valid domestic location served by Carrier.

The charges for usage on this card will be billed on the customer's Local Exchange Company (LEC) bill using the customer's billing telephone number.

All rates will be per minute of usage, twenty-four (24) hours per day, and seven days per week, 365 days per year.

Issued: August 30, 1999

Effective: October 14, 1999

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SECTION 3. DESCRIPTION OF RATES AND SERVICES (Cont'd)

3.7 Service Offerings (Cont'd)

3.7.4 International Program - Residential/Retailsm

International Program (IP) - Residential/Retailsm (non-operator assisted, direct-dial) is offered to Customers who have a residential line(s) at their premise and are presubscribed to Carrier. The Customer must select the IP - Residential/Retailsm product on the Carrier Letter of Agency (LOA).

Calls are subject to a one (1) minute minimum billing duration, and sixty (60) second billing increments. Calls are rated based on call duration, as measured from answer supervision to disconnect. No charge will generally apply to uncompleted calls, which include "ring busy" and "ring no answer" calls, and such uncompleted calls will not knowingly be charged to the Customer and, if charged in error, will be refundable to the Customer. Unless where otherwise specified herein, when the application of the rates set forth in this Section results in a fractional charge for an individual call, the total charge for that particular call will be rounded up to the next higher cent.

For intrastate interLATA and intraLATA calls, Customers access IP - Residential/Retailsm by dialing 1 + (Area Code [where required]) + (Exchange [NXX]) + (Station [XXXX]). Calls are routed over Carrier's transmission and switching facilities to any valid domestic location served by Carrier

All calls and charges covered by this product description will be rendered to the customer by the Local Exchange Company (LEC) on behalf of Carrier by its billing agent.

Issued: August 30, 1999

Effective: October 14, 1999

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SECTION 3. DESCRIPTION OF RATES AND SERVICES (Cont'd)

3.7 Service Offerings (Cont'd)

3.7.5 Reserved for Future Use

Issued: August 30, 1999

Effective: October 14, 1999

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SECTION 3. DESCRIPTION OF RATES AND SERVICES (Cont'd)**3.7 Service Offerings (Cont'd)****3.7.6 International Program - Commercial (1+)sm**

International Program (IP) - Commercial (1+)sm (non-operator assisted, direct-dial) is offered to customers who have a business line(s) at their premise and are presubscribed to Carrier. The customer must select the IP - Commercial (1+)sm product on the Carrier letter of agency (LOA).

Calls are subject to a thirty (30) second minimum billing duration, and six (6) second billing increments. Calls are rated based on call duration, as measured from answer supervision to disconnect. No charge will generally apply to uncompleted calls, which include "ring busy" and "ring no answer" calls, and such uncompleted calls will not knowingly be charged to the Customer and, if charged in error, will be refundable to the Customer.

For intrastate interLATA and intraLATA calls, Customers access IP - Commercial (1+)sm by dialing 1 + (Area Code [where required]) + (Exchange [NXX]) + (Station [XXXX]). Calls are routed over Carrier's transmission and switching facilities to any valid domestic location served by Carrier.

At the customer's option, all calls and charges covered by this product description can be rendered to the customer by :

- (i) the Local Exchange Company (LEC) on behalf of Carrier by its billing agent;
or
- (ii) Carrier directly.

Issued: August 30, 1999

Effective: October 14, 1999

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SECTION 3. DESCRIPTION OF RATES AND SERVICES (Cont'd)**3.7 Service Offerings (Cont'd)****3.7.7 1+ Square Dealsm**

1+ Square Dealsm, (non-operator assisted, direct-dial) is offered to customers who have a residential line(s) at their premise and are presubscribed to Carrier. The Customer must select the 1+ Square Dealsm product on the Carrier's letter of agency (LOA) or select Carrier as their long distance carrier with their Local Exchange Company (LEC).

Calls are subject to a one (1) minimum billing duration, and sixty (60) second billing increments. Calls are rated based on call duration, as measured from answer supervision to disconnect. No charge will generally apply to uncompleted calls, which include "ring busy" and "ring no answer" calls, and such uncompleted calls will not knowingly be charged to the Customer and, if charged in error, will be refundable to the Customer.

Customers access 1+Square Deal by dialing 1+ (Area Code [where required])+ (Exchange [NXX])+ (Station [XXXX]). Calls are routed over Carrier's transmission and switching facilities to any valid domestic location served by Carrier.

All calls and charges covered by this product will be rendered to the customer by the Local Exchange Company (LEC) on behalf of Carrier by its billing agent.

Carrier reserves the right to apply all credit policies and procedures in effect at the time of the customer's order for service prior to processing of said order. Carrier additionally reserves the right to discontinue providing service to a customer if in Carrier's sole discretion it believes that the service is being fraudulently or improperly used.

Issued: August 30, 1999

Effective: October 14, 1999

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SECTION 3. DESCRIPTION OF RATES AND SERVICES (Cont'd)

3.7 Service Offerings (Cont'd)

3.7.8 Toll Free Service

Toll Free Service is an inbound-only service that allows callers located in the United States to place toll-free calls by dialing a telephone number in the 800,888 or other toll free area code. Calls may be terminated either to the Customer's local exchange telephone service, or to a dedicated access line. Call charges are billed to the Customer rather than to the originating caller.

Issued: August 30, 1999

Effective: October 14, 1999

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SECTION 4. RATES

4.1 Prepaid Calling Card - "Travel Express"

Per Minute Charge: \$0.30

4.2 SNAP Servicesm

Per Minute Charge: \$0.10

4.3 Postpaid Calling Card - "Travel Express"

Per Minute Charge: \$0.12

Per Call Surcharge:* \$0.75

* Surcharge applies in addition to the per minute usage rate.

4.4 International Program - Residential/Retailsm

Per Minute Charge: \$0.12

4.5 Reserved for Future Use

4.6 International Program - Commercial (1+)sm

Per Minute Charge: \$0.11

Issued: August 30, 1999

Effective: October 14, 1999

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SECTION 4. RATES (Cont'd)4.7 1+ Square Dealsm4.7.1 Measured Rates

All rates will be per minute of usage, twenty-four (24) hours per day, and seven (7) days per week, 365 days per year.

Peak hours are Monday through Friday, 7 a.m. to 7 p.m.

	<u>Peak</u>	<u>Off- Peak</u>
Per Minute Charge	\$0.22	\$0.10

Unless where otherwise specified herein, when the application of the rates set forth in this Section results in a fractional charge for an individual call, the total charge for that particular call will be rounded up to the next higher cent.

4.8. Toll Free Service

Per Minute Charge: \$0.12

Issued: August 30, 1999

Effective: October 14, 1999

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SECTION 4. RATES (Cont'd)

4.9 Payment of Calls

4.9.1 Late Payment Charges

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.9.2 Return Check Charges

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, which ever is greater.

4.10 Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

4.11 Special Promotions

The company will, from time to time, offer special promotions designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, times (not to exceed one year), and/or locations, and shall be subject to prior notification to and approval by the Commission. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion, specifying the terms of the promotion, the location and dates of the promotion.

262763.1

Issued: August 30, 1999

Effective: October 14, 1999

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