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March 21, 2001

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street, Suite 100
P.O. Box 360
Jefferson City, Missouri 65102

RE: *Telmex USA, L.L.C.*
Case No. TA-2001-408

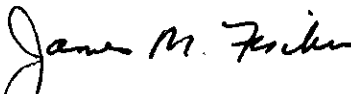
FILED²
MAR 21 2001
Missouri Public
Service Commission

Dear Mr. Roberts:

Enclosed for filing in the above-referenced matter are the original and three (3) copies of substitute sheet nos. 13, 14, 15, 16, 21, 32, 33, 43 and 45. These substitute sheets incorporate changes requested by Staff. A copy of the substitute sheets has been hand-delivered or mailed this date to each party of record.

Thank you for your attention to this matter.

Sincerely,


James M. Fischer

/jr
Enclosures

cc: Office of the Public Counsel
Dan Joyce, General Counsel

200100774

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service

- 2.2.1 Service is offered subject to the availability of facilities, equipment, systems, the Company's ability to fulfill the request for Service, and/or billing arrangements with the DUC and/or LEC, the provisions of this Tariff and the rules of the Commission applying to long distance communications as published in 4 CRS 240-33. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, billing agreements, and/or switch software are not available.
- 2.2.2 All Services provided according to this Tariff are only available as add-ons to the companion interstate and international Services.
- 2.2.3 Without incurring liability, the Company reserves the right to discontinue Service or to limit the use of Service, pursuant to 4 CSR 240-33.070.
- 2.2.4 [RESERVED FOR FUTURE USE]

6

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.5 [RESERVED FOR FUTURE USE]

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.6 [RESERVED FOR FUTURE USE]

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.7 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

2.2.8 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

(G) Preemption of existing Services to restore Service(s) in compliance with the F.C.C.'s rules and regulations; or

(H) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's control.

2.3.11 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

2.3.12 If the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

2.3.13 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.10 If Service is terminated pursuant to Section 2.2.5, Section 2.2.6 or Section 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, the Customer will be deemed to have canceled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.
- 2.5.11 The Customer will indemnify and hold the Company harmless against any and all liabilities, costs, damages, and expenses resulting from claims by third parties that any calling card or PIN, Authorization Code, has been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company.
- 2.5.12 If the Company is acting as an agent of the Customer for ordering Dedicated Access for the provision of Switched Service(s) and if the Customer is to be exempted from the monthly Special Access Surcharge charged by the Local Access Provider, it is the Customer's responsibility to provide the Company with an Exemption Certificate.
- 2.5.13 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.14 If an entity other than the Company (e.g. another carrier or supplier) imposes charges on the Company in connection with service provided to a specific Customer, the Customer is responsible for payment of such charges.
- 2.5.15 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees, surcharges, taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Customer's Service, the Customer is responsible for the payment of all such charges. All charges other than taxes and franchise fees will be submitted to the Commission for further approval.
- 2.5.16 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

(I) [RESERVED FOR FUTURE USE]

2.9.2 Direct Billing By Company And/Or Authorized Billing Agent

(A) Other Billing Arrangements

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. Call detail is available with the bill. Payment in full is due by the due date disclosed on the bill which is no less than twenty-one (21) days of the invoice date on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of 1.5% per month. The one-time penalty shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company.

SECTION 2 - RULES AND REGULATIONS

2.10 Disputed Charges

- 2.10.1 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company, orally or in writing, of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim.
- 2.10.2 Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Service Department as per Section 2.11 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.
- 2.10.3 Failure of the Customer to participate in the Company's effort to resolve a dispute or claim will constitute a waiver of the Customer's rights to a continuance of Service.
- 2.10.4 Disputes may be filed with the Missouri Public Service Commission at the following address:

Missouri Public Service Commission
200 Madison Street, Suite 100
P.O. Box 360
Jefferson City, Missouri 65102
Telephone: (573) 751-3234