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May 14, 2003

**FILED<sup>3</sup>**

**MAY 14 2003**

Missouri Public Service Commission  
Attn: Secretary of the Commission  
200 Madison Street, Suite 100  
P. O. Box 360  
Jefferson City, MO 65102-0360

**Missouri Public  
Service Commission**

RE: Case No. \_\_\_\_\_  
**WesTex Communications, LLC d/b/a WTX Communications**  
Application for Authority to Provide Basic Local and Interexchange Telecommunications  
Services

Dear Secretary:

Enclosed please find an original and five copies of following for filing with the  
Commission on behalf of WesTex Communications, LLC d/b/a WTX Communications:

1) **Application for Certificate of Service Authority and For Competitive Classification.**

This is an Application to provide basic local telecommunications services and interexchange  
telecommunications services.

2) **Motion for Protective Order**

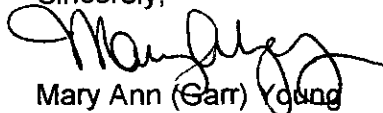
3) Initial proposed **Interexchange Services Tariff (PSC Mo. Tariff No. 1)**

4) Initial proposed **Basic Local Services Tariff (PSC Mo. Tariff No. 2)**

5) Initial proposed **Access Services Tariff (PSC Tariff Mo. No. 3).**

Thank you for assistance in the processing this filing. Copies are being served on the  
Commission's General Counsel and Office of the Public Counsel. If there are any questions  
concerning this filing, please contact me at 634-8109 or myyoung0654@aol.com.

Sincerely,



Mary Ann (Garr) Young

Enclosures

cc: General Counsel  
Office of the Public Counsel  
Monica Borne Haab, NBG

**MISSOURI TELECOMMUNICATIONS TARIFF NO. 2**

**Schedule of Rates, Rules and Regulation Governing  
Resale and Facilities-Based Competitive Basic Local Exchange Telecommunications Services  
Provided in the State of Missouri**

**OFFERED BY**

**WESTEX COMMUNICATIONS, LLC d/b/a WTX COMMUNICATIONS**

**11001 Wilcrest Drive, Suite 100**

**Houston, Texas 77099**

**Phone: 1-866-892-9410 (Toll-Free Customer Service)**

This tariff is applicable to the furnishing of basic local exchange telecommunications services by WesTex Communications, LLC d/b/a WTX Communications within its authorized territories in the State of Missouri. This tariff is on file with the Missouri Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business.

The Company's basic local exchange services will be offered as a separate and distinct service.

**COMPETITIVE CLASSIFICATION**

WesTex Communications, LLC d/b/a WTX Communications operates as a competitive telecommunications company in the State of Missouri.

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WesTex Communications, LLC  
11001 Wilcrest Drive, Suite 100  
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**WAIVERS**

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

**Waivers for Competitive Basic Local Exchange Service:**

Statutes:

392.210.2	Uniform System of Accounts
392.240.1	rates-rentals-service & physical connections
392.270	Valuation of Property (Ratemaking)
392.280	Depreciation Accounts
392.290	Issuance of Securities
392.300.2	Acquisition of Stock
392.310	Stock and Debt Issuance
392.320	Stock Dividend Payment
392.330	Issuance of Securities, Debts and Notes
392.340	Reorganization (s)

Missouri Public Service Commission Rules:

4 CSR 240-3.545(2)(C)	Posting of Tariffs
4 CSR 240-3.550(5)(C)	Exchange Boundary Maps
4 CSR 240-10.020	Depreciation Fund Income
4 CSR 240-30.040	Uniform System of Accounts
4 CSR 240-33.030	Minimum Charges

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**SYMBOLS**

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

- D - To Signify Deleted or Discontinued Material
- I - To Signify A Rate Increase
- M - To Signify Text Moved From Another Tariff Location
- N - To Signify New Material
- R - To Signify A Rate Reduction
- T - To Signify 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.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Department. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the customer's location to a switching center or point of presence.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Auto Redial** - Continually redials a busy line until a connection can be completed.

**Call Block** - Rejects calls from a list of numbers specified by the customer.

**Call Return** - Allows customer to automatically dial the telephone number of the last call received on the customer's line.

**Call Trace** - Permits tracing of the last call received on a customer line, and holds the information for use by authorized law enforcement agency.

**Call Waiting** - provides for a tone to signal to the Customer that an incoming call is waiting. The Customer can choose to answer the second call by flashing the switchhook or by hanging up the phone.

**Call Forwarding** - allows the Customer to direct incoming calls to a different Customer-defined telephone number.

**Caller ID** - enables the customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. Display unit is not included, and must be obtained by the Customer.

**Carrier or Company** - Whenever used in this tariff, "Carrier" or "Company" refers to WesTex Communications, LLC d/b/a WTX Communications, unless otherwise specified or clearly indicated by the context.

**Customer** - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Commission** - The Missouri Public Service Commission.

**Distinctive Ring** - Provides a different ring tone for identification of each line installed at a premise location.

**Due Date** - The last day for payment without unpaid amounts being subject to a late payment charge.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS (contd.)**

**Exchange Access Line** - The serving central office line equipment and all plant facilities up to and including the Standard Network Interface.

**Holidays** - The Company's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**ILEC** - Incumbent Local Exchange Carrier.

**LEC** - Local Exchange Company.

**Local Exchange Services** - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

**Monthly Recurring Charges (MRC)** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Non-recurring Charges (NRC)** - The initial charge, usually assess on a one-time basis, to initiate and establish a service.

**Normal Business Hours** - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

**PBX** - Private Branch Exchange.

**Premises** - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

**Resold Local Exchange Service** - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

**Speed Dial** - Permits fast dialing of frequently used numbers.

**Usage Charge** - Charges for minutes or messages traversing over local exchange facilities.

**Voice Mail** - allows Customer to receive messages which are stored in a voice mail system.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

2.1.1 A The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Missouri, and terminating within a local calling area as defined herein.

2.1.1 B The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order originate or terminate its own services, or to communicate with its own Customers. Should Customers use the Company's services to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

**2.1.2 Terms and Conditions**

2.1.2.A Service is provided on the basis of a minimum period of one month, and is available twenty-four (24) hours per day. For purposes of this tariff, a month is considered to have thirty (30) days. All calculations of dates set forth in this tariff shall be based on calendar days.

Should an applicable payment due date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

2.1.2.B. Customers may be required to enter into a written service order which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.1.2 Terms and Conditions (contd.)**

- 2.1.2.C. At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon proper notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- 2.1.2.D. This tariff shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provisions.
- 2.1.2.E. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to any other relief awarded by the court.
- 2.1.2.F. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company.
- The Company reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.1.2.G. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment to, incur any penalty, monetary or otherwise, or purchase any services from another carrier in order to have the right to obtain service directly from the Company.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.2 Shortage of Equipment or Facilities**

2.2.A The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.2.B The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities, and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service.

**2.3 Use of Service**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

**2.4 Limitations on Liability**

2.4.1 Except as otherwise stated in this section, the liability of the Company 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 2.13.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.4 Limitations on Liability, cont.**

- 2.4.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2, the Company 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.
- 2.4.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed.
- 2.4.4 The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable attorneys' fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, war or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; 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;

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.4 Limitations on Liability, cont.**

- 2.4.4 (3) Any unlawful or unauthorized use of the Company's facilities and services;
- (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services.
- (5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (6) Changes in any of the facilities, operations or procedures of the Company 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 the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) 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 the Company's facilities;

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.4 Limitations on Liability, cont.**

- 2.4.4 (9) Any noncompletion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) Any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.
- 2.4.5 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.4.6 The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.4.7 Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- 2.4.8 Directory Errors: In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.4 Limitations on Liability, cont.**

**2.4.9 Emergency 911 Service:**

- (1) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, or use of any equipment and facilities furnishing this service.
- (2) Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- (3) When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

**2.6 Provision of Equipment and Facilities**

2.6.1.A The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.6.1.B The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.

2.6.1.C The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission or
2. the reception of signals by Customer provided equipment; or
3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.8 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors or the Incumbent Local Exchange Carrier.

**2.9 Prohibited Uses**

- 2.9.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement. The Company may require applicants for service who intend to use the company's offerings for resale and/or shared use to file a letter with the Company confirming that their use of the Company's offerings complies with the relevant laws and the Public Service Commission of Missouri's regulations, policies, orders, and decisions.
- 2.9.2 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.10 Obligations of the Customer**

**2.10.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff.
- B. reimbursing the Company for damages to, or loss of, the Company's facilities or Equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.10. Obligations of the Customer (Cont'd)**

**2.10.1. General (Cont'd)**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.10.1.D above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.10.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, any employees or invitee of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitee; or
- B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

**2.10.3 Cancellation by Customer**

Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line(s) and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.11 Customer Equipment and Channels**

**2.11.1 Interconnection of Facilities**

- A. Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Service furnished by the company is not part of a joint undertaking with such other carriers.
- B. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- C. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provision of this tariff.
- D. The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.11. Customer Equipment and Channels (Cont'd)**

**2.11.2 Inspections**

- A. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.12 Payment Arrangements**

**2.12.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized Users. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.12    Payment Arrangements (Cont'd)**

**2.12.2    Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A.        Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- B.        The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C.        When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D.        Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the service is available for use.
- E.        During the first billing period in which a residential Customer receives service, the Company will provide each Customer with an insert notice which contains an itemized account of the charges for the equipment and service for which the Customer has contracted.

**2.12.3    Late Payment Fee**

If any undisputed portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.12    Payment Arrangements (Cont'd)**

**2.12.4    Returned Check Charge**

A service charge equal to \$15.00 will be assessed in accordance with Missouri law for all checks or other payment types submitted by the Customer to the Company and returned or dishonored by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.12.5    Disputed Bills**

- A.    In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Company must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within ninety (90) days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.    The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. The Company's Customer Service Department can be reached toll free at 1-866-892-9410 or by writing to WTX Communications, Customer Service, P.O. Box 722900, Houston, Texas 77272-2900. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Missouri Public Service Commission in accordance with the Commission's rules of procedure. The Commission can be reached as follows: Missouri Public Service Commission, 200 Madison Street, Suite 100, P.O. Box 360, Jefferson City, MO 65102-0360; Phone: 1-800-392-4211.
- C.    If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credit or penalties will apply.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.12    Payment Arrangements (Cont'd)**

**2.12.6    Deposits**

The Company does not collect customer deposits.

**2.12.7    Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer initial bill. Advance payments do not accrue interest.

**2.12.8    Discontinuance of Service for Cause**

A.        Service may be discontinued for any of the following reasons:

1.        nonpayment of an undisputed delinquent charge;
2.        unauthorized use of telephone equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
3.        failure to substantially comply with terms of a settlement agreement;
4.        refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
5.        material misrepresentation of identity in obtaining telephone utility service;
6.        as approved by federal or state law.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.12.8 Discontinuance of Service for Cause (contd.)**

- B.** Service will not be discontinued by the Company for failure to pay charges not subject to the jurisdiction of the Missouri Public Service Commission.
- C.** Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.
- D.** Residential service shall not be discontinued unless written notice by first-class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance.
- E.** At least 24 hours preceding discontinuance, the Company shall make reasonable efforts to contact the customer to advise of the proposed discontinuance and what steps must be taken to avoid it.

**2.13 Allowances for Interruptions of Service**

**2.13.1 General**

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs.

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.13.2 Credit Allowances**

- A. Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for services outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

**2.13.3 Limitations on Allowances**

No credit will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;
- B. interruptions due to the negligence of any person using the Company's facilities with the Customer's permission;
- C. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- E. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.14 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

**2.15 Notices and Communications**

2.15.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.15.2 Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**2.16 Access to Carrier of Choice**

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider of their choice. The interexchange provider should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.17 Directory Listings**

2.17.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier, under the conditions imposed by the dominant local exchange carrier.

2.17.2 The Company is not liable for any errors or omissions in directory listings.

**2.18 Emergency Telephone Number Service (911, E911)**

2.18.1 Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

2.18.2 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.

2.18.3 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

2.18.4 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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**SECTION 2 - RULES AND REGULATIONS, CONT.**

**2.18 Emergency Telephone Number Service (911, E911) (Contd.)**

- 2.18.5 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
- 2.18.6 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party(ies) accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.

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**SECTION 3.0 - SERVICE AREAS**

**3.1 Exchange Service Areas**

The Company will provide Local Exchange Service throughout the geographic area serviced by its underlying carrier(s) within the state of Missouri.

**3.1.1 SBC Exchanges**

Adrian	Caruthersville	Festus-Crystal City	Kirkville
Advance	Cedar Hill	Fisk	Kirkwood +
Agency	Center	Flat River	Knob Noster
Altenburg-Frohna	Chaffee	Florissant +	La Monte
Antonia	Charleston	Frankford	Ladue +
Archie	Chesterfield	Fredericktown	Lake Ozark
Argyle	Chillicothe	Freeburg	Lamar
Armstrong	Clarksville	Fulton	Lancaster
Ash Grove	Clever	Gideon	Leadwood
Beaufort	Climax Springs	Gladstone *	Lees Summit *
Bell City	Creve Couer +	Glasgow	Liberty *
Belton *	De Kalb	Grain Valley	Lilbourne
Benton	De Soto	Gravois Mills	Linn
Billings	Deering	Gray Summit	Lockwood
Bismarck	Delta	Greenwood	Louisiana
Bloomfield	Dexter	Hannibal	Macks Creek
Bloomsdale	Downing	Harvester	Malden
Blue Springs *	E. Independence *	Hayti	Manchester
Bonne Terre	East Prairie	Herculaneum-Pevely	Marble Hill
Boonville	Edina	Higbee	Marceline
Bowling Green	Eldon	High Ridge	Marionville
Bridgeton +	Elsberry	Hillsboro	Marshall
Brookfield	Essex	Holcomb	Marston
Camdenton	Eureka	Homersville	Maxville
Campbell	Excelsior Springs	Imperial	Mehlville +
Cape Girardeau	Fair Grove	Independence *	Meta
Cardwell	Farley	Jackson	Mexico
Carl Junction	Farmington	Jasper	Moberly
Carrollton	Fayette	Joplin	Monett
Carthage	Fenton	Kansas City	Montgomery City
	Ferguson +	Kennett	Morehouse

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**SECTION 3.0 - SERVICE AREAS (CONTD.)**

**3.1.1 SBC Exchanges (contd.)**

Nashua *	Richmond	Trenton
Neosho	Richwoods	Tuscumbia
Nevada	Risco	Union
New Franklin	Riverview +	Valley Park
New Madrid	Rogersville	Versailles
Nixa	Rushville	Vienna
Oak Ridge	San Antonio	Walnut Grove
Oakville +	Sappington +	Wardell
Old Appleton	Scott City	Ware
Oran	Sedalia	Washington
Osage Beach	Senath	Webb City
Overland +	Sikeston	Webster Groves +
Pacific	Slater	Wellsville
Parkville *	Southville	Westphalia
Patton	South Kansas City *	Willard
Paynesville	Spanish Lake +	Wyatt
Perryville	Springfield	
Pierce City	St. Charles	
Pocahontas-New Wells	St. Clair	
Pond	St. Joseph	
Poplar Bluff	St. Louis	
Portage de Sioux	St. Marys	
Portageville	Ste. Genevieve	
Puxico	Stanberry	
Quilin	Strafford	
Raytown *	Tiffany Springs *	
Republic		

\* is technically labeled as a "zone" within the Kansas City Metropolitan Exchange.

+ is technically labeled as a "zone" within the St. Louis Metropolitan Exchange.

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**SECTION 3.0 - SERVICE AREAS (CONTD.)**

3.1.2 RESERVED FOR FUTURE USE

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**SECTION 3.0 - SERVICE AREAS (CONTD.)**

3.1.3 RESERVED FOR FUTURE USE

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**SECTION 3.0 - SERVICE AREAS (CONTD.)**

3.1.4 RESERVED FOR FUTURE USE

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**SECTION 3.0 - SERVICE AREAS (CONTD.)**

3.1.5 RESERVED FOR FUTURE USE

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**SECTION 4.0 - BASIC SERVICES AND RATES**

**4.1 Basic Local Exchange Service**

Basic Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

	<u>Monthly</u>
Business Basic Line Charge:	\$37.30
Residence Basic Line Charge:	\$17.45

**4.2 Local Service Packages**

**4.2.1 RoundUp Package**

Includes Call Waiting, Call Forwarding and Caller ID.

\$18.95 per month

**4.2.2 The Ranch Package**

Includes Voice Mail and 3 of the features listed in 4.3 below.

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**SECTION 4.0 - BASIC SERVICES AND RATES (CONT'D.)**

**4.3 Optional Calling Features**

The features in this section are made available to Residential and Business Customers.

All features are provided subject to availability. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

Individual Feature Rates:

	<u>MRC</u>
3-Way Calling	\$6.00
Anonymous Call Reject	\$4.00
Auto Redial	\$5.00
Call Blocker	\$4.50
Call Forward Busy	\$4.00
Call Forward Busy/No Answer	\$8.00
Call Forward No Answer	\$4.00
Call Forward Remote Access	\$10.00
Call Forwarding (Variable)	\$6.00
Call Return	\$6.00
Call Trace	\$4.95
Call Waiting	\$7.00
Caller ID (CID - Service Only)	\$10.00
Caller ID - Name & Number	\$10.00
Distinctive Ring	\$11.00
Maintenance (Inside Wiring)	\$4.75
Speed Dial - 8	\$6.00
Voice Mail (Howdy Notes)	\$10.00

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**SECTION 4.0 - BASIC SERVICES AND RATES (CONT'D.)**

**4.4 Directory Assistance Services**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

**4.4.1 Basic Directory Assistance**

The rates specified following apply when Customers requests assistance in determining telephone numbers of Customers who are located in the same local service area or who are not located in the same local service area but who are located within the same NPA. A maximum of two (2) requested telephone numbers are allowed per call.

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

**4.4.2 Rates**

Directory Assistance per query:	\$1.25
Directory Assistance Call Completion:	\$0.25

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES**

**5.1 Re-connection of Service**

A restoration/re-connection charge applies to the restoration of service and/or facilities after discontinued for nonpayment of bills. The re-connection charge is payable at the time that the restoration of service and/or facilities is arranged.

	<u>Per Occurrence</u>
1st line	\$30.00
Additional lines	\$12.00

**5.2 Public Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

**Rate Per Call: \$0.25**

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.3     Directory Listing Service**

**5.3.1   General**

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgement of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.3     Directory Listing Service (contd.)**

**5.3.2   Listings**

**A.     Primary Listing**

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

**B.     Additional Listings**

Additional listings may be the listings of individual names of those entitle to use the customer's service or , for business, Departments, Divisions, Tradenames, etc. In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service. Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Business additional listings are not permitted in connection with residence service.

Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club.

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names. Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business or residence classification as the service with which such listings are furnished.

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.3     Directory Listing Service (contd.)**

**5.3.2   Listings (contd.)**

**C.       Nonpublished Service**

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public. Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.3     Directory Listing Service (contd.)**

**5.3.2     Listings (contd.)**

**D.       Nonlisted Service**

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable. The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.3    Directory Listing Service (contd.)**

**5.3.3   Rates**

	<u>Per Month</u>
Primary Listings	\$0.00
Additional Listings	
Business, each	\$1.83
Residence, each	\$1.05
Nonlisted Service	
Business, each	\$1.40
Residence, each	\$1.40
Nonpublished Service	
Business, each	n/a
Residence, each	\$1.47

**5.4    Additional Fees**

Blocking Service	\$5.00/month
Change Feature/ Service Implementation Fee	\$10.00
Transfer Fee	\$30.00
Returned Check Charge	\$25.00
Transfer Fee	\$30.00

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**SECTION 6.0 - LONG DISTANCE SERVICES**

**6.1 General**

Rates and regulations for the Company's Long Distance Services may be found in the Company's Missouri Tariff No. 1.

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**SECTION 7.0 - PROMOTIONAL OFFERINGS**

**7.1 Special Promotions**

The Company may from time to time engage promotional trial service offerings of limited duration, not to exceed three hundred sixty-five (365) consecutive days, designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times, and locations. 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. Except for the rates charged under such promotions, all other terms and conditions of service contained in this tariff will apply to the Company's promotional service offerings.

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