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EXPLANATION OF SYMBOLS

- 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 to Rate or Charge

WAIVER OF RULES AND REGULATIONS

ABA Net, LLC is classified as a competitive telecommunications company in Missouri for which the follow statutory and regulatory requirements are waived pursuant to Sections 392.361 and 392.420 RSMo.

**Statutes:**

- 392.210.2 - Uniform System of Accounts
- 392.240.1 - Just & reasonable rates
- 392.270 - Ascertain property values
- 392.280 - Depreciation accounts
- 392.290 - Issuance of securities
- 392.300.2 - Acquisition of stock
- 392.310 - Issuance of stock and debt
- 392.320 - Stock dividend payment
- 392.330 - Issuance of securities, debts & notes
- 392.340 - Reorganizations

**Rules:**

- 4 CSR 240-10.020 – Depreciation fund income
- 4 CSR 240-30.040 - Uniform system of accounts

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- 2.4.1 Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4.2 Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from 2.4.1 above.
- 2.4.3 The amount of toll service usage the Customer was billed for the two (2) months immediately preceding the request for service if such information is applicable and available.

## 2.5 Charges and Payments for Service Facilities

### 2.5.1 Deposits and Advanced Payments

- A. Deposits -- The Company does not require deposits at this time.
- B. Advanced Payments -- The Company may, subject to its sole discretion, accept advance payments not to exceed one (1) month estimated charges and will apply that payment towards the Customer's next month's bill.

### 2.5.2 Description of Payment and Billing Periods

- A. Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.
- B. The Company's name (ABA Net or ABA NET, LLC) and the Company's toll-free number (for receiving inquiries and complaints) will appear on the end-user's bills.

2.6. Termination or Denial of Service by the Company

2.6.1 The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend service to any Customer:

- A. In the event such Customer or its agent uses Company's equipment in a manner as to adversely affect Company's equipment or services to others;
- B. In the event of hazardous conditions caused by Customer or Customer's tampering with the equipment furnished and owned by the Company;
- C. In the event of unauthorized or fraudulent use of service by Customer. Whenever service is disconnected for fraudulent use of services the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use; or
- D. In the event of an emergency.

2.6.2 The Company may, with ten (10) business days written notice, and without liability of any nature, temporarily deny, terminate, or suspend service to any Customer:

- A. For a Customer's noncompliance with or violation of the Commission's regulations or the Company's rules on file with the Commission;
- B. For nonpayment of bills for telephone service, including any applicable telecommunications access system surcharge required by state or federal law. Five (5) days written notice to the Customer shall not be required in extreme cases.

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### 2.7.3 Cancellation

If a Customer orders service requiring special facilities dedicated to the Customer's use and then cancels its order before the service begins, before completion of any minimum service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such service, provided, the nonrecoverable cost of such construction shall be borne by the Customer.

### 2.8 Special Pricing Arrangements

Customized service packages and competitive pricing arrangements at negotiated rates will be made available to customers in a non-discriminatory manner. Rates will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Commission Staff upon request on a proprietary basis.

### 2.9 Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of a service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. 'When the revenue to be derived from the service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Pricing Arrangements as described in Section 2.8 of this Tariff.

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**3.6    Call Rounding**

All calls are rounded to the next highest billing interval. Total charge for a fraction of a cent will be rounded to the next highest whole count.

**3.7    Special Promotions**

The Company may, from time to time, offer special promotions to Customers, subject to and consistent with, Commission regulations. Promotions will go into effect on seven (7) days prior notice to the Commission.

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