

Telecommunications
E Commerce
Technology
Corporate & Finance
Trademarks
Proprietary Rights
Complex Litigation
General Business Law

The Helein Law Group, LLP

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McLean, VA 22102

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(703) 714-1301

Writer's E-mail Address

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March 17, 2005

Via Overnight Courier

Dale Hardy Roberts, Chief Regulatory Law Judge/Secretary
Missouri Public Service Commission
Governor Office Building
Records Department
200 Madison, Suite 100
Jefferson City, Missouri 65102

FILED³

MAR 18 2005

**Missouri Public
Service Commission**

**Re: *Zoom-I-Net Communications, Inc.
Application for a Certificate of Service Authority to Provide
Interexchange Service in the State of Missouri and to Classify Said
Services and the Company as Competitive***

Dear Mr. Roberts:

On behalf of Zoom-I-Net Communications, Inc. ("ZIN"), transmitted herewith is an original plus eight (8) copies of its Application for a Certificate of Service Authority to Provide Interexchange Service in the State of Missouri and to Classify Said Services and the Company as Competitive. Pursuant to Commission Rules, a copy of this filing has been served on the Office of Public Counsel.

An additional copy of this filing is also enclosed, to be date-stamped and returned in the postage-prepaid envelope provided.

Should there be any questions regarding this filing, kindly contact the undersigned.

Respectfully submitted,


Charles H. Helein

Enclosures

cc: Office of Public Counsel
Governor Office Building
200 Madison, Suite 650
Jefferson City, Missouri 65102

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

FILED³

MAR 18 2005

Missouri Public
Service Commission

In the Matter of the Application of)
ZOOM-I-NET COMMUNICATIONS, INC.)
for a)
Certificate of Service Authority to)
Provide Interexchange)
Service in the State of Missouri)
and to Classify Said Services and the Company)
as Competitive)

Case No. _____

**APPLICATION FOR CERTIFICATE OF SERVICE AUTHORITY
AND FOR COMPETITIVE CLASSIFICATION**

COMES NOW, Zoom-I-Net Communications, Inc. ("Applicant"), by and through its attorneys, and hereby applies pursuant to Sections 392.361, 392.420, and 392.430 RSMo 1994, 392.410 and 392.450 RSMo Supp. 1996, the federal Telecommunications Act of 1996, and 4 CSR 240-2.060, for authority to provide interexchange telecommunications service, on a resold basis, in the State of Missouri, and to classify said services and company as competitive.

In support of its Application for a Certificate of Authority to provide resold interexchange telecommunications services in the State of Missouri, as set forth more specifically herein, Applicant provides the following information:

1. Applicant is a corporation duly organized and existing under and by virtue of the laws of the State of Nevada. Applicant's Articles of Incorporation are attached hereto as **Exhibit A**. Applicant is authorized to transact business in Missouri. Applicant's Certificate of Authority to transact business in Missouri is attached hereto as **Exhibit B**.
2. The legal name of the Applicant, street and mailing address of the Applicant's principal place of business, and telephone number are as follows:

Zoom-I-Net Communications, Inc.
198 N. Ridge Drive
Central Square, NY 13036
Tel: (888) 826-7837
Fax: (888) 826-7907
Web Address: www.zintelco.com

3. All inquiries, correspondence, communications, pleadings, notices, orders, decisions relating to this application should be addressed to:

Charles H. Helein, Esq.
The Helein Law Group LLP
8180 Greensboro Drive, Suite 700
McLean, VA 22102
Tel.: (703) 714-1301
Fax: (703) 714-1330
E-mail: chh@thlglaw.com

4. Applicant proposes to provide interexchange telecommunications services on a resold basis throughout the State of Missouri.

5. Applicant possesses the technical and managerial expertise and experience necessary to provide the services it proposes. A narrative description of the backgrounds of Applicant's management which together demonstrate the extensive experience and expertise of Applicant's management team, are attached hereto as **Exhibit C**. Applicant also possesses the necessary financial resources to conduct the proposed telecommunications operations in Missouri. **Attached hereto as Exhibit D are Applicant's financial statements.**

6. Applicant seeks classification of itself as a competitive telecommunications service provider and its services as competitive telecommunications services.

7. Applicant will offer interexchange telecommunications service as a separate and distinct service in accordance with applicable law. Applicant will give consideration to equitable access for all Missourians, regardless of where they might reside or their income, to affordable

telecommunications services in Applicant's proposed service areas in accordance with applicable law.

8. Applicant will comply with all applicable Commission rules and will meet all relevant service standards, including, but not limited to, billing, quality of service, and tariff filing and maintenance. Consistent with the Commission's treatment of other certificated competitive switched interexchange telecommunications companies, Applicant requests that the following statutes and regulations be waived for Applicant and its competitive service offerings:

<u>Statutes</u>	<u>Missouri Public Service Commission Rules</u>
392.210.2	4 CSR 240-10.020
392.240(1)	4 CSR 240-30.010(2)(C)
392.270	4 CSR 240-30.040
392.280	4 CSR 240-33.030
392.290	4 CSR 240-35
392.300.2	
392.310	
392.320	
392.330	
392.340	

9. In compliance with Commission Rule 4 CSR 240-2.060(1)(K), Applicant hereby certifies that it does not have any pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date on which this Application was filed with the Commission.

10. In compliance with Commission Rule 4 CSR 240-2.060(1)(L), Applicant hereby certifies the following statement to be true: No annual report or assessment fees are overdue.

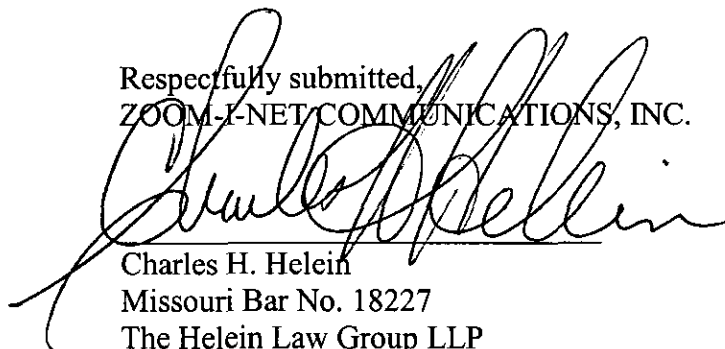
11. A copy of Applicant's proposed tariff is attached hereto as **Exhibit E**.

12. Applicant submits that the public interest will be served by Commission approval of this application because Applicant's proposed services will create and enhance competition

and expand customer service options consistent with the legislative goals set forth in the federal Telecommunications Act of 1996, and Chapter 392 RSMo. Prompt approval of this application also will expand the availability of innovative, high quality, and reliable telecommunications services within the State of Missouri.

WHEREFORE, applicant Zoom-I-Net Communications, Inc., respectfully requests that the Commission grant it a certificate of service authority to provide switched interexchange telecommunications services as herein requested, classify Applicant and its proposed services as competitive, and grant a waiver of the aforesaid statutes and regulations.

Respectfully submitted,
ZOOM-I-NET COMMUNICATIONS, INC.


Charles H. Helein
Missouri Bar No. 18227
The Helein Law Group LLP
8180 Greensboro Drive, Suite 700
McLean, VA 22102

Dated this 25th day of February, 2005.

VERIFICATION

STATE OF Georgia)

) ss

COUNTY OF Fulton)

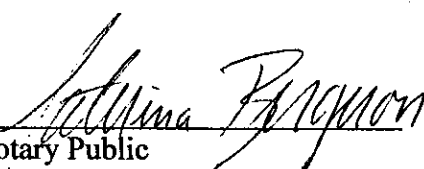
I, Luis V. Cipriani, being duly sworn, depose and state that I am the Vice-President of Zoom-I-Net Communications, Inc. and that the contents set forth in this Application for Certificate of Authority to provide Competitive Telecommunications Services in the State of Missouri has been prepared under my direction, from the original books, papers and records of said company, that I have examined same, and declare same to be true, accurate and correct to the best of my knowledge and belief.



Luis V. Cipriani, Vice President
Zoom-I-Net Communications, Inc.

Subscribed and sworn to before me, this 1 day of March, 2005.

My commission expires: Dec. 12, 2008.



Notary Public
(seal)



CERTIFICATE OF SERVICE

The Undersigned hereby certifies that the foregoing Application and accompanying testimony and exhibits were served upon the following entities in accordance with the Rules of the Missouri Public Service Commission:

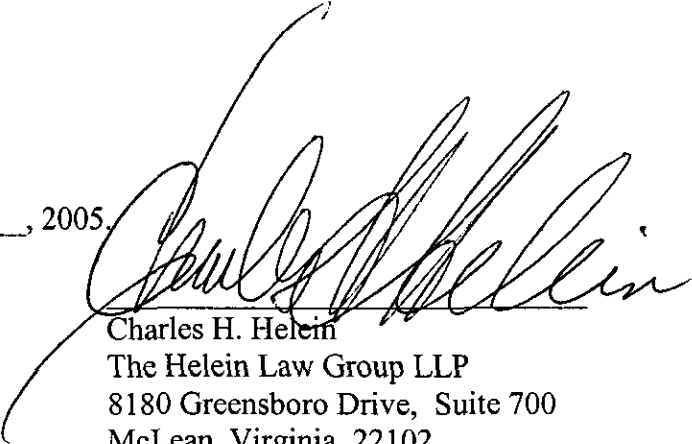
An original and 14 copies to:

Mr. Dale Hardy Roberts, Chief Regulatory Law Judge
Missouri Public Service Commission
301 W. High Street, Room 530
Jefferson City, MO 65102

One copy to:

Office of Public Counsel
301 W. High Street, Room 250
Jefferson City, MO 65102

on this the 16th day of March, 2005.



Charles H. Helein
The Helein Law Group LLP
8180 Greensboro Drive, Suite 700
McLean, Virginia 22102
Tel: (703) 714-1300
Fax: (703) 714-1330

Attorney for Applicant

EXHIBIT A

APPLICANT'S ARTICLES OF INCORPORATION

10/29 89:14:18

->

783 714 1338 ROUTE Y0: 8

Page 003

OCT- 8-98 THU 8:33 AM

03/22/1999 10:44A AM175 FY99-000-55224

FILED #

C 6718-99

MAR 22 1999

Articles of Incorporation

(PURSUANT TO NRS 78)
STATE OF NEVADA
Secretary of State

Filing fee
Receipt

IN THE OFFICE OF

DEAN HELLER SECRETARY OF STATE

(For filing office use)

(For filing office use)

IMPORTANT: Read instructions on reverse side before completing this form.

TYPE OR PRINT (BLACK INK ONLY)

1. NAME OF CORPORATION: OneNet Communications Corp.
2. RESIDENT AGENT: (designated resident agent and his STREET ADDRESS in Nevada where process may be served)

Name of Resident Agent: CSC Services of Nevada, Inc.

Street Address: 502 East John Street, Carson City, NV 89706
Street No. Street Name City Zip

3. SHARES: (number of shares the corporation is authorized to issue)

Number of shares with par value: _____ Par value: _____ Number of shares without par value: 1000

4. GOVERNING BOARD: shall be styled as (check one): ☒ Directors ☐ Trustees

The FIRST BOARD OF DIRECTORS shall consist of 3 members and the names and addresses are as follows (attach additional pages if necessary):

C.K. Carney 198 N. Ridge Dr., Central Square, NY 13036
Name Address City/State/Zip

N. Harkola 198 N. Ridge Dr., Central Square, NY 13036
Name Address City/State/Zip

5. PURPOSE (optional-- see reverse side): The purpose of the corporation shall be:
Telecommunications Services

6. OTHER MATTERS: This form includes the minimal statutory requirements to incorporate under NRS 78. You may attach additional information pursuant to NRS 78.037 or any other information you deem appropriate. If any of the additional information is contradictory to this form it cannot be filed and will be returned to you for correction. Number of pages attached 1

7. SIGNATURES OF INCORPORATORS: The names and addresses of each of the incorporators signing the articles: (Signatures must be notarized.)
(Attach additional pages if there are more than two incorporators.)

Kia Meredith
Name (print)
198 N. Ridge Dr., Central Sq., NY 13036
Address City/State/Zip

[Signature]
Signature
State of VIRGINIA County of FAIRFAX

This instrument was acknowledged before me on March 16, 1999, by
Kia Meredith
Name of Person

as incorporator
of OneNet Communications Corp.
(name of party on behalf of whom instrument was executed)

Notary Public Signature

(affix notary stamp or seal)

Toni Cox
Name (print)
198 N. Ridge Dr., Central Sq., NY 13036
Address City/State/Zip

[Signature]
Signature
State of VIRGINIA County of FAIRFAX

This instrument was acknowledged before me on March 16, 1999, by
Toni L. Cox
Name of Person

as incorporator
of OneNet Communications Corp.
(name of party on behalf of whom instrument was executed)

Notary Public Signature

(affix notary stamp or seal)

CERTIFICATE OF ACCEPTANCE OF APPOINTMENT OF RESIDENT AGENT

[Signature]
Signature of Resident Agent

hereby accept appointment as Resident Agent for the above named corporation.

3/17/99

Date

OneNet Communications Corp.

ATTACHMENT

Directors

**Deborah Bagarus
198 N. Ridge Drive
Central Square, NY 13036**

Dean Heller
Secretary of State

STATE OF NEVADA
OFFICE OF THE SECRETARY OF STATE
101 N. CARSON ST., STE. 3
CARSON CITY, NEVADA 89701-4786

Telephone 702.687.5203
Fax 702.687.3471
Web site <http://sos.state.nv.us>
Filing Fee:

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

JUN 16 1999

Certificate of Amendment to Articles of Incorporation

For Profit Nevada Corporations

(Pursuant to NRS 78.380 - Before Issuance of Stock)

- Remit in Duplicate -

No. C6718-99

Dean Heller
DEAN HELLER, SECRETARY OF STATE

1. Name of corporation: OneNet Communications Corp.

2. The articles have been amended as follows (provide article numbers, if available):

The name is changed to Zoom-i-Net Communications,
Inc.

3. The undersigned declare that they constitute at least two-thirds of the incorporators (check) ☒ , or of the board of directors (check) ☐.

4. The date upon which the original articles of incorporation were filed with the Secretary of State: 03/22/99.

5. The undersigned affirmatively declare that to the date of this certificate, no stock of the corporation has been issued.

6. Signatures (all signatures must be acknowledged):

[Signature]
Signature

[Signature]
Signature

State of: VIRGINIA
County of: FAIRFAX

This instrument was acknowledged before me on June 15, 1999, by

Kia Meredith (Name of Person)
as Incorporator

as designated to sign this certificate
of Zoom-i-Net Communications, Inc.
(name on behalf of whom instrument was executed)

[Signature]
Notary Public Signature

State of: VIRGINIA
County of: FAIRFAX

This instrument was acknowledged before me on June 15, 1999, by

Toni L. Cox (Name of Person)
as Incorporator

as designated to sign this certificate
of Zoom-i-Net Communications, Inc.
(name on behalf of whom instrument was executed)

[Signature]
Notary Public Signature

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **ZOOM-I-NET COMMUNICATIONS, INC.**, as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since March 22, 1999, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed the Great Seal of State, at my office, in
Carson City, Nevada, on December 17, 2003.

A handwritten signature in cursive script that reads "Dean Heller".

DEAN HELLER
Secretary of State

By

A handwritten signature in cursive script, likely belonging to the Certification Clerk.

Certification Clerk



EXHIBIT B

**APPLICANT'S CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS IN MISSOURI**

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF AUTHORITY

WHEREAS,

ZOOM-I-NET COMMUNICATIONS, INC.
F00642290

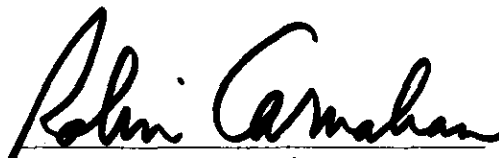
using in Missouri the name

ZOOM-I-NET COMMUNICATIONS, INC.

has complied with the General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of Nevada.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law of Missouri.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 15th day of February, 2005.


Secretary of State





State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

File Number: 200506011201
F00642290
Date Filed: 02/15/2005
Robin Carnahan
Secretary of State

**Application for Certificate of Authority
For a Foreign For-Profit Corporation**
(Submit with filing fee of \$155.00)

- The corporation's name is Zoom-i-Net Communications, Inc.
and it is organized and existing under the laws of Nevada
- The name it will use in Missouri is Same as #1
- The date of its incorporation was March 22, 1999, and the period of its duration is Perpetual
month/day/year
- The address of its principal place of business 198 N. Ridge Dr., Central Sq., NY 13036
Address City/State/Zip
- The name and physical address of its registered agent and office in the State of Missouri is
National Registered Agents, Inc. 300-B High St. Jefferson City, MO 65101
Name Address City/State/Zip
- The specific purpose(s) of its business in Missouri are:
Telecommunications Services
- The name of its officers and directors and their business addresses are as follows:

Officers

	<i>Name</i>	<i>Address</i>	<i>City/State/Zip</i>
President	<u>C.K. Carney</u>	<u>198 N. Ridge Dr.</u>	<u>Central Square, NY 13036</u>
Vice President	<u>Luis Cipriani</u>	<u>Same As Above</u>	
Secretary	<u>C.K. Carney</u>	<u>Same As Above</u>	
Treasurer	<u>Luis Cipriani</u>	<u>Same As Above</u>	

Board of Directors

Director	<u>C.K. Carney</u>	<u>198 N. Ridge Dr.</u>	<u>Central Square, NY 13036</u>
Director			
Director			
Director			
Director			

Name and address to return filed document:

Name: Jane M. Scott, c/o InfoCorp., Inc.
Address: 135 Copper Mine Drive
City, State, and Zip Code: Warrenton, VA 20186

State of Missouri
Creation - General Business - Foreign 3 Page(s)



T0504716506

Corp. 72 (01/05)

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: _____

(Date may not be more than 90 days after the filing date in this office)

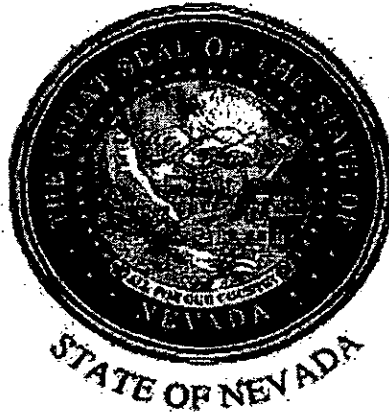
In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

<u>C.K. Carney</u>	C.K. Carney	President	2/9/05
<i>Must be an Officer or Chairman listed in #7, above</i>	<i>Printed Name</i>	<i>Title</i>	<i>Date</i>

Note: You must submit current original certificate of good standing or certificate of existence with this application. This may be obtained from your Secretary of State or other authority that issues corporate charters.

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **ZOOM-I-NET COMMUNICATIONS, INC.**, as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since **March 22, 1999**, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on January 25, 2005.



Dean Heller

DEAN HELLER
Secretary of State

By *Joann Johnson*

Certification Clerk

EXHIBIT C

NARRATIVE OF APPLICANT'S MANAGEMENT PERSONNEL

Managerial Team

Zoom-i-Net is a switchless resale common carrier providing intrastate long distance message toll telecommunications services to customers for their direct transmission and reception of voice, data and/or other types of communication. These long distance services are provided through local exchange and/or other connecting carriers. Applicant leases the underlying facilities necessary to provide telecommunications services from major facilities-based interexchange carriers. Applicant has an experienced management team, but relies on its underlying carriers for technical support.

Zoom-I-Net is a new entrant based in New York. It was founded in 1999, and has consulted and advised on services within the telecommunications industry, including the provision of interexchange toll and local exchange resale services, customer service operations, and sales and marketing of communications services. Zoom-I-Net's key personnel include C.K. Carney, Cardinal Southwell, Jeffrey Blaine and Louis Neri.

Ms. Carney is Zoom-I-Net's founder and current president. She has managed the company's operations since its inception and is responsible for leading the company to position itself to become an operating entity. Ms. Carney has held a variety of positions in various businesses, including food distribution, insurance, and telecommunications. Her business experience includes management positions with supervisory authority in internal account management, customer billing and customer service, staff supervisions and scheduling, bookkeeping and regulatory liaison with local compensation boards and state utility commissions. To compliment her managerial and accounting expertise, Ms. Carney has gathered a team of experts on the provisioning of telecommunications

services and facilities. Ms. Carney is well-qualified to manage Zoom-I-Net's entry into the interexchange markets.

Mr. Southwell is Zoom-I-Net's Acting Divisional Manager for Operations. He will be responsible for the technical aspects of the company's telecommunications services. Mr. Southwell has extensive experience having served 25 years in various managerial positions with Verizon (formerly Bell Atlantic). Mr. Southwell will be responsible for ensuring that Zoom-I-Net's services are of the highest quality and fully meet the technical and operations needs of its subscribers.

Mr. Blaine will assist in developing the management programs for Zoom-I-Net's business office and customer service functions. He has over 25 years experience in the telecommunications industry serving for 15 years as a senior manager for MCI prior to its merger with Worldcom.

Mr. Neri is an expert in computer technology and ISP Operations. He is actively engaged in the computer services and consulting business. He will work with the company to ensure that the company's computer systems, including its website, function at the highest levels to ensure uninterrupted customer access and service.

EXHIBIT D

APPLICANT'S FINANCIALS

Zoom-i-Net Communications Inc.

Profit & Loss

December 31, 2004

Ordinary Income/Expense	
Income	
Fees	25.00
Reimbursed Expenses	22.41
Sales	143,610.30
Services	2,500.00
Total Income	146,157.71
Cost of Goods Sold	
Billing Fees	7,263.29
Refunds	4,176.83
usage	91,715.28
Total COGS	103,155.40
Gross Profit	43,002.31
Expense	
Bad Debt	4,126.13
Bank Service Charges	302.60
Contract Labor	14,984.89
Dues and Subscriptions	35.00
Filing Fees	10,828.25
Interest Expense	302.05
Licenses and Permits	5,569.00
Office Supplies	328.30
Printing and Reproduction	4,691.08
Professional Fees	
Legal Fees	1,542.85
Total Professional Fees	1,542.85
Rent	3,500.00
Taxes	
State	4,511.49
Total Taxes	4,511.49
Telephone	1,982.22
Total Expense	52,703.86
Net Ordinary Income	-9,701.55
Net Income	-9,701.55

Zoom-i-Net Communications Inc.

Balance Sheet

December 31, 2004

ASSETS

Current Assets

Checking/Savings

checking

68,309.54

Total Checking/Savings

68,309.54

Accounts Receivable

Accounts Receivable

24,343.71

Total Accounts Receivable

24,343.71

Other Current Assets

MCI Deposit

30,000.00

Total Other Current Assets

30,000.00

Total Current Assets

122,653.25

TOTAL ASSETS

122,653.25

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

ILD - Line of Credit

18,257.80

Total Other Current Liabilities

18,257.80

Total Current Liabilities

18,257.80

Total Liabilities

18,257.80

Equity

Paid in Capital

114,097.00

Net Income

-9,701.55

Total Equity

104,395.45

TOTAL LIABILITIES & EQUITY

122,653.25

EXHIBIT E

APPLICANT'S PROPOSED TARIFF

Zoom-I-Net Communications, Inc.

TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for resold interexchange telecommunication services provided by Zoom-I-Net Communications, Inc., under the following business name: Zoom-I-Net Communications, with principal offices at 198 N. Ridge Drive, Central Square, New York 13036.

This tariff applies for services furnished within the state of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

Effective:

C.K. Carney, President
198 N. Ridge Drive
Central Square, NY 13036

LIST OF WAIVED STATUTES AND REGULATIONS

Applicant is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived for purposes of offering telecommunications services as set forth herein:

STATUTES

392.210.2	--	Uniform system of accounts
392.240(1)	--	Rates, rentals, service and physical connections
392.270	--	Valuation of Property (rulemaking)
392.280	--	Depreciation of 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	--	Reorganizations

Missouri P. S. C. Rules

4 CSR 240-10.020	--	Depreciation fund income
4 CSR 240-30.010(2)(C)	--	Posting exchange rates at central office
4 CSR 240-30.040	--	Uniform system of account
4 CSR 240-33.030	--	Minimum charges rule
4 CSR 240-35	--	Bypass

Issued:

Effective:

C.K. Carney, President
198 N. Ridge Drive
Central Square, NY 13036

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Issued:

Effective:

C.K. Carney, President
198 N. Ridge Drive
Central Square, NY 13036

SYMBOLS

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

- (C) - Change in Rule or Regulation.
- (D) - Delete or discontinue.
- (I) - Change resulting in an increase to a customer's bill.
- (M) - Moved from or to another tariff location.
- (N) - New.
- (R) - Change resulting in a reduction to a customer's bill.
- (T) - Change in text or regulation.

Issued:

Effective:

C.K. Carney, President
198 N. Ridge Drive
Central Square, NY 13036

SECTION 1 - DEFINITIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

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

Carrier or Company - Zoom-I-Net Communications, Inc., unless otherwise indicated by the context.

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

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Dedicated Access - See Special Access Origination/Termination.

MPSC - Refers to the Missouri Public Service Commission.

Special Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

Subscriber - The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Company offers intrastate interexchange service originating at specified points within the state of Missouri under terms of this tariff. The Company's services and resold facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

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

2.2 Limitations

- 2.2.1** Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without 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.
- 2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this price list shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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SECTION 2 - RULES AND REGULATIONS

2.3 Use

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

2.4 Liabilities of the Company

- 2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with this tariff and any other applicable law.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS

2.5 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.7 Installation and Termination

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

When Customers are members of the transient public, they do not contract directly with the Company for provision of service. Subscribers contract for service on behalf of themselves and/or their transient patrons. Service provided to Customers (patrons of the contracting party) is governed by the terms of this tariff schedule and the lawful terms of the billing agency. No contractual agreements are required of the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.8 Cancellation by the Company

Without incurring liability, the Company may immediately discontinue services to a Subscriber or End User or may withhold the provision of ordered or contracted services after 10 days written notice to residential customers:

- 2.8.1 For nonpayment of any sum due for more than thirty days after issuance of the bill for the amount due,
- 2.8.2 For violation of any of the provisions of this tariff,
- 2.8.3 For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
- 2.8.4 By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.9 Interruption of Service by the Company

Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with price list regulations and the proper installation and operation of subscriber and the Company's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

The Company may discontinue Service without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

2.10 Termination of Service by Subscriber

Unless otherwise specified by contractual commitment, any Subscriber may terminate service with the Company upon thirty days written notice.

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SECTION 2 - RULES AND REGULATIONS

2.11 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the MPSC. Any objections to billed charges must be reported within 180 days to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customers who are dissatisfied with the response to their complaint may contact the Missouri Public Service Commission for resolution of the issues at the following address:

Missouri Public Service Commission
Public Information Office
Governor Office Building
200 Madison Street
PO Box 360
Jefferson City, MO 65102-0360
(573) 751-3234
(800) 392-4211
pscinfo@psc.state.mo.us

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SECTION 2 - RULES AND REGULATIONS

2.12 Other Rules

2.12.1 Regulatory Changes

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the MPSC and the Federal Communications Commission.

2.12.2 Refunds or Credits for Service Outages or Deficiencies

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

2.13 800/888/877/866 Numbers

2.13.1 The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.

2.13.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/877/866 service to another carrier (e.g., "porting" of the 800/888/877/866 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

2.13.3 800/888/877/866 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer requests for change in Resp Org or 800/888/877/866 service provider for 800/888/877/866 numbers dedicated to the sole use of that single Customer.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General Description of Rates and Charges

3.1.1 Application of Charges

Long Distance Communications Service includes recurring and non-recurring charges. Stabilized recurring charges may be offered on a Customer specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

(a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.

(b) Recurring Charges: Recurring Charges, including usage-sensitive charges, are billed in arrears.

3.1.2 Taxes

The Customer will be billed for, and is responsible for payment of any taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General Description of Rates and Charges (Cont.)

3.1.3 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate or international. This tariff contains rates for intrastate calls only.

3.2 Timing of Calls

3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.

3.2.3 The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.

3.2.4 The Company will not bill for incomplete calls.

3.3 Special Access Channels

Special access channels (i.e.: dedicated facilities), if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local access provider and the Customer is responsible for payment of these charges to the local exchange telephone company. The Company will, at the Customer's request, act on behalf of the Customer in the ordering and installation of the special access channel with the access provider. The Company may also request the access provider to bill them for the account in the name of the Customer. If this option is utilized, the Company will pass the charges, including a billing service fee, through to the Customer.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.4 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 98% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

3.5 Service Offerings

3.5.1 Basic Services

Carrier's Basic Services are switched equal access outbound services using standard equal access dialing (1+NPA+NXX+XXX) to place interLATA and intraLATA calls from customer premises to points located within Florida, the rates of which are flat rate based on usage and switched equal access inbound services using standard equal access dialing (1+800+NXX+XXX or 1+888+NXX+XXX).

3.5.2 Operator Service

Standard operator services and operator assistance services are not offered by Company but are available from its Underlying Carrier subject to the rates and charges of that Carrier.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges**

Services are available to subscribers under the following rate plans. Calls in each rate plan are billed in increments with minimum billing increments as specified. No charge is made for an uncompleted call.

3.6.1 Time of Day Optional Calling Plan.

Company's Time of Day Optional Calling Plan offers 1+ calls featuring rates based on the jurisdictional nature of the call and is available under this combination offering across the country served with equal access. Rates are time-of-day sensitive but distance insensitive. Billing is in full minute increments and are rounded to the next full minute increment. A monthly recurring charge and other charges apply. See, Section 4. Total call usage is aggregated and rates applied based on the jurisdictional destination of the call at the following rates. You may select the better rate that fits your calling patterns.

Minimum: \$0.0165

Maximum: \$0.3000

Monthly recurring fee: \$4.95

3.6.2 The Nickel Plan.

Company's Nickel Plan offers 1+ calls feature rates that are time-of-day and distance insensitive and are available to all areas with equal access. Billing is in full minute increments and are rounded to the next full minute increment. A monthly recurring charge and other charges apply. See Section 4:

Minimum: \$0.0185

Maximum: \$0.2700

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.3 The Lucky 7 Plan**

The Lucky 7 Basic Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day and distance insensitive. Calls are billed in 60-second increments and rounded to the next whole 60-second interval. Other charges apply. See Section 4.

Minimum: \$0.0225
Maximum: \$0.2424

3.6.4 The Lucky 7 Economy Plan

The Lucky 7 Economy Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day and distance insensitive. Calls are billed in 6-second increments and rounded to the next whole 6-second interval. One message unit applies per call. Other charges apply. See Section 4.

Rate:

Minimum: \$0.0225
Maximum: \$0.2424

Message Unit:

Minimum: \$0.0500
Maximum: \$0.5000

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.5 Rates and Charges (Cont.)

3.6.5 The Lucky 7 Day/Night Plan

The Lucky 7 Day/Night Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day sensitive, but distance insensitive. Calls are billed in 60-second increments and rounded to the next whole 60-second interval. Other charges apply. See Section 4.

Minimum: \$0.0225

Maximum: \$0.2725

3.6.6 The Lucky 7 Night/Day Plan

The Lucky 7 Night/Day Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day sensitive, but distance insensitive. Calls are billed in 60-second increments and rounded to the next whole 60-second interval. Other charges apply. See Section 4.

Minimum: \$0.0225

Maximum: \$0.2725

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.7 Lucky 7 Double/Down Plan**

The Lucky 7 Double/Down Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day and distance insensitive. Calls are billed in 60-second increments and rounded to the next whole 60-second interval. The minimum service term under this plan is six (6) 30-day billing cycles. Rates are graduated downward for all calls over set volumes of usage up to 630 minutes (10 and one-half hours). The per minute rates for all minutes in excess of 630 repeats the cycle at 7 cents and declines in 70 minute increments up to the next segment of 630 minutes (e.g., 1260 minutes). The cycle repeats itself at each 630-minute segment for the 30-day billing cycle. Cancellation prior to the expiration of the Commitment Period incurs a flat \$25 termination charge. Administrative charges apply. See Section 4.

Minimum:	\$0.0115
Maximum:	\$0.2175

3.6.8 Lucky 7/20 Plan

The Lucky 7/20 Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day and distance insensitive. All calls are billed in 60-second increments and rounded to the next whole 60-second interval. See Section 4.

Minimum:	\$0.0225
Maximum:	\$0.2424

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.6 Rates and Charges (Cont.)

3.6.9 Calling Card Service – All PLans

Calling Card Service is billed in one-minute increments with a minimum billing increment of one minute at the following flat rate:

Minimum:	\$0.059
Maximum:	\$0.299

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.7 Public 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 interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariff usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

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.

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.

3.7.1 Public Telephone Surcharge

Rate per Call	\$0.30
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SECTION 4 - MISCELLANEOUS

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

4.2 Late Payment Charge

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill.

4.3 Return Check Charge

The Company will assess a return check charge of up to \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

4.4 Directory Assistance

A Directory Assistance charge of \$0.95 per call applies whether or not the requested number is provided. Up to two requests for listings within a single area code may be made on each call to Directory Assistance. If the Directory Assistance attendant is asked to dial the requested number, a charge of \$0.50 applies whether or not the called party answers.

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SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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