

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

MISSOURI

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

OF

MAGNUM NETWORKS, LLC

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive intrastate telecommunications services by Magnum Networks, LLC (“the Company”) within the State of Missouri. This Tariff is on file with the Missouri Public Service Commission. Copies may be inspected during normal business hours at the Company’s principal place of business at 771 E Hwy 80 Ste. 201, Forney, TX 75126.

Issued: May 1, 2015

Effective: June 15, 2015

By:

Nathan Nelson, General Manager
Magnum Networks, LLC
771 E. Hwy 80 Ste. 201
Forney, TX 75126

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CHECK SHEET

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>
1	Original
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3	Original
4	Original
5	Original
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11	Original
12	Original
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* indicates pages included in this filing

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SYMBOLS

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

- | | |
|---|--|
| D | Delete or discontinue |
| I | Change resulting in an increase to a customer's bill |
| M | Moved from another Tariff location |
| N | New |
| R | Change resulting in a reduction to a customer's bill |
| T | Change in text or regulation but no change in rate or charge |

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TARIFF FORMAT

A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.

C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.(i).
2.1.1 .A. 1 .(a).I.(i).
2.1.1 .A. 1 .(a).I.(i).(l).

D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the filing. The Check Sheet lists the sheets contained in the Tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The Tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the FCC.

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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this Tariff are defined below.

Answer Supervision – The transmission of the switch trunk equipment supervisory signal off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Authorized User - A person, firm, corporation or other entity that is authorized by the Customer to be connected to the service of the Subscriber under the terms and regulations of this Tariff.

Carrier or Company – Connect Paging, Inc. d/b/a Get A Phone, issuer of this Tariff, unless otherwise clearly indicated by the context.

Commission – the Missouri Public Service Commission.

Customer - Any person, firm, corporation or other entity that orders Service and is responsible for the payment of charges and for compliance with the Company's Tariff regulations.

Customer-Designated Premises - The premises specified by the Customer for termination of services.

End Office Switch – A switching system where exchange service Customer station loops are terminated for the purposes of interconnection to each other and to trunks.

End User - Any individual, association, corporation, governmental agency or any other entity that uses the services of the Company under the provisions and regulations of this Tariff. The End user is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Individual Case Basis - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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LATA - A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling Area - A geographic area in which an End User may complete a call without incurring toll charges.

Personal Call – A non-commercial voice message or fax transmission. A Personal Call may not include data transmission or dial-up Internet access.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinates are used in the calculation of airline mileage.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company's services offered pursuant to this Tariff are furnished for intrastate telecommunications service. The Company may offer these services over its own or resold facilities. The Company's obligation to furnish facilities and service is dependent on its ability (a) to secure and retain, without unreasonable expense, suitable facilities; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstance are such that the proposed use of the facilities or service would tend to adversely affect the company's plant, property or service. The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.2 Payment and Credit Regulations

2.2.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. Payment responsibility includes all local and toll calls originating from the Customer's premises and for all calls charged to the customer's lines where any person answering the Customer's line agrees to accept such charges.

All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within two months after receipt of the bill. Adjustments to Customers' bills shall be made to the extent that circumstances exist that reasonably indicate that such changes are appropriate.

2.2.2 Customer bills for telephone service are due upon receipt, unless other specified by this Tariff or by contract.

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2.2.3 In the event the company incurs fees or expenses, including attorney's fees, collecting or attempting to collect any charges owed to the Company, the Company may charge the customer all such fees and expenses reasonably incurred.

2.2.4 The Company reserves the right to assess a returned-check charge of \$25.00 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 unpaid to the Company by a bank for any reason, including insufficient funds or closed accounts. This charge will be in addition to any charges assessed by any bank. If a customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid, and the Company is not required to issue any additional notice before disconnecting service.

2.2.5 **Deposits**

Any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and toll charges for up to two months for the facilities and services. If the amount of a deposit is proven to be insufficient to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

2.2.6 **Advance Payments**

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

2.2.7 **Taxes**

All state and local taxes, including but not limited to gross receipts taxes, sales taxes, and municipal utilities taxes, or associated surcharges, are listed as separate line items on Customers' bills and are not included in the rates listed in this Tariff.

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The Company will provide credit on charges disputed by the customer in writing that are verified as incorrect by the Company. If objection in writing is not received by the company within a reasonable period of time after the bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

2.3 Refunds or Credits for Service Outages or Deficiencies**2.3.1 Credit Allowance for Interruption of Service**

Credit allowances for interruptions of service that are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment, or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.2 herein. No credit is issued for outages less than one day in duration. Credit for outages greater than one day in duration is issued for fixed recurring monthly charges only. No credit is given for usage-sensitive charges. Outage credits are calculated in thirty-minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the term of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Carrier immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, and is not in wiring or equipment, if any, furnished by the customer and connected to the Carrier's terminal.

2.3.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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2.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.3 above. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this Tariff, the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Tariff.
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this Tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this Tariff.

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- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.
- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

2.5 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers or Subscribers reselling or rebilling the Company's intrastate service must have a Certificate of Public Convenience and Necessity from the Commission.

2.6 Minimum Service Period

The minimum service period is one month (30 days).

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2.7 Cancellation by Customer

No charge applies when the applicant cancels an application or service prior to the start of installation or special construction. When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee, which is the less of (i) the costs incurred by the Carrier, or (ii) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of the Company may cancel service at any time upon reasonable notice. Upon such cancellation the Subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

2.8 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the customer shall be given 10 days notice to comply with any rule or remedy any deficiency.

- A. For failure of a Customer to make a deposit as required under this Tariff;
- B. For impersonation of another with fraudulent intent;
- C. For nonpayment of any sum due;
- D. For use of service in a manner reasonably to be expected to frighten, abuse, torment or harass another;
- E. For any other violation of the Company's rules and regulations applying to Customer's contract or the furnishing of service;
- F. Without notice for abandonment of service
- G. Without notice for use of service in such a way as to impair or interfere with the service provided to other Customers;
- H. Without notice for abuse or fraudulent use of service.

2.9 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided by contract.

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2.10 Applicable Law

This Tariff shall be subject to and construed in accordance with Missouri law.

2.11 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. The Customer is also responsible for recovery costs of company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.12 Restoration of Service

Restoration of service shall be accomplished in accordance with Commission rules and regulations.

2.13 Promotional Campaigns

The company may conduct special promotions from time to time that waive a portion or all processing fees or installation fees. These promotions will be conducted in accordance with state law and Commission rules and regulations.

2.14 Access to Customer's Premises

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the company to enter the premises of the Customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.15 Credit Requirements

The Company reserves the right to deny or cancel service to an entity that does not meet the Company's credit requirements or for which credit information is not available.

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2.16 Late Payment Charges

- A. Customer bills for telephone service are due on the date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill, which shall be not less than 15 days from the date of the bill. If payment is not received by the Customer's next billing date, a Late Payment Charge of \$10.00 will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

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SECTION 3 - BASIC SERVICE DESCRIPTIONS AND RATES**3.1 Quality of Service**

The Company will offer local exchange services, including dial tone, local calling services, and access to 911 emergency services, operator services, and telecommunications relay services twenty-four hours a day, seven days a week. The quality of the Company's service will be at least equivalent to the service of the incumbent local exchange company serving the same area.

The Company will provide its local exchange customers access to 911 emergency services at a level at least equivalent to the service provided by the incumbent local exchange company serving the same area. For residential customers, access to 911 emergency services shall be maintained for the duration of any temporary disconnection due to non-payment of local service.

3.2 Telecommunications Relay Service

When billing calls received from the relay service, the Company will apply a 50 percent discount off the otherwise applicable rate for a voice call. When either the called or calling party indicates that either party to the call is both hearing and visually impaired, the Company will apply a 60 percent discount off the otherwise applicable rate for a voice call.

3.3 Message Telecommunications Service

Message Telecommunications Service is a switched outbound service that is available to business and residential Customers from presubscribed lines. Calls are billed with a minimum of eighteen seconds and in six-second increments thereafter. Calls originate on Customer-provided access lines. Rates are not mileage- or time-of-day sensitive.

Rate per minute: \$0.10

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3.4 Description of and Rates for Local Exchange Service

Local Exchange Service provides an individual access line for the transmission of two-way switched voice or data communication within a local calling area. The individual access line is the connecting facility between a Customer's premise and a serving central office that provides Customer access to the switched network for placing and receiving calls. Access to 911 Emergency Services and 800 (toll-free) service is provided at no charge. Note that the Company will not offer service in any exchanges that are not capable of providing the selective blocking services required by the Company's offering.

3.5 Business Service

The business Customer is provided an individual access line and calling within the Local Calling Area pursuant to Contracts or Individual Case Basis as described in Section 4.

3.6 Exchange Access Service

All rates and charges contained in this section are applicable to the Company's intrastate traffic.

	<u>Rate per Minute</u>
1. Local Switching	\$0.0171089
2. Tandem Transport	\$0.0029700
3. Tandem Transport – Facility (per mile)	\$0.0000473

3.7 Taxes and Surcharges

All federal, state and local taxes and surcharges, including but not limited to gross receipts taxes, sales taxes, federal network access charges, municipal utilities taxes, or associated surcharges, will be listed as separate line items on Customers' bills.

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LD-2017-0079

FILED
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Service Commission
LA-2015-0283, YL-2015-0320

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**SECTION 4 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS****4.1 Contracts**

The Company may provide any of the services offered under this Tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings that maybe offered by the Company from time to time.

4.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

SECTION 5 - PROMOTIONS

[Reserved for future use.]

Issued: May 1, 2015

Effective: June 15, 2015

By:

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CANCELLED
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